



Capital Projects Management

Request for Proposals

Consultant Services

for the

Dakota County

Facilities Accessibility Assessment

Dakota County, MN

Issued September 2, 2025

Due Date: September 23, 2025, by 3:00 pm

A. General Purpose and Proposal Guidelines

1. Purpose: Dakota County is seeking proposals from qualified consultants to conduct a comprehensive accessibility review and assessment for county facilities, including portions of parking lots, pathways from parking lots to buildings, and buildings and structures throughout Dakota County. See **Attachment P Facility List** for a listing of all facilities to be reviewed.

Potential professional services may include:

- a) Project Manager
 - b) Architect
 - c) Landscape Architect or Civil Engineer
 - d) Code Consultant
 - e) Accessibility Consultant
2. Dakota County Project Manager

Questions regarding this Request for Proposal should be directed to:

Trish Bremer, Sr Project Manager
Capital Projects Management
Dakota County Administration Center
1590 West Highway 55
Hastings, MN 55033
Phone: 651-438-4357
E-mail: trish.bremer@co.dakota.mn.us

3. Key Dates: The following are key dates and milestones for this effort. Also refer to Section D Specific Deliverables for more expectations on process.

Request for Proposal Issued	09-02-25
Deadline to RSVP for Pre-Proposal Meeting	09-08-25, 3:00 pm
Virtual Pre-Proposal Meeting	09-09-25, 8:00 am
Written Questions Due to Project Manager	09-15-25, 12:00 pm
Questions Answered/RFP Addendum Issued	09-16-25
Proposal Responses Due	09-23-25, 3:00 pm
Short Listed Firms Identified	09-30-25
Interviews (must be available on this date)	10-07-25
Board Approval of Consultant Selection	11-04-25
Work to Commence after Contract Executed	11-19-25
Final Report to Owner	07-31-26

4. Selection Process: The County will review and rank proposals to determine which firm will be selected based on the following evaluation criterion:
 - a) Firm History and Information
 - b) Project Team and Team Member Experience
 - c) Project Approach and Schedule
 - d) Firm Experience and References
 - e) Contract and Conditions
 - f) Fee Proposal

B. Background and Nature of Project

1. Project Background: Dakota County has over 70 buildings and structures, exceeding 1.5 million square feet of built environment. These facilities are located in multiple cities and jurisdictions spread throughout the county. These include our most publicly visited service centers, libraries and parks buildings along with maintenance buildings and structures primarily used by staff.

For the last six years Dakota County has been tracking accessibility compliance in our facilities. Known code deficiencies have been addressed through large construction or renovation projects or through smaller concerted improvement efforts as time and opportunity have allowed.

Recently the Dakota County Board of Commissioners has prioritized accessibility. This focus includes, but is not limited to, access of information in all forms and physical accessibility in our facilities.

2. Project Description: Dakota County is ready to complete a comprehensive Facilities Accessibility Assessment to compare existing conditions to applicable building codes and to ensure that we are aware of deficiencies. This assessment effort shall produce a room by room, building by building, list of deficiencies. Extent of reviews shall include all building and structures listed in **Attachment P Facility List**, along with portions of the parking lots that serve those buildings and routes from the parking lot to the building entrance(s) or structures. Dakota County will provide PDF plan drawings of all buildings and floors as available for the consultant's use, in addition to site maps to pinpoint each building location for reference.

Dakota County understands this is a time consuming and detailed undertaking. However, we hope to use this information for the next several years to guide planning and improvement efforts. This assessment will be used to estimate the extent and cost of improvements or changes needed for compliance.

As part of this assessment effort, we also want to stretch our focus beyond just code compliance, to explore opportunities that increase "functional accessibility." Dakota County is using the term functional accessibility to include items above and beyond prescribed code compliance that are becoming best practices or recommended design considerations across the country that simply make sense to create greater accessibility and usability. Items to consider on this topic are primary facility use, intended clientele and users, and the intention of being equally and easily accessible to all.

Our intention is to define this term of "functional accessibility" and create a guideline document separate from the facilities accessibility assessment that we can apply in a more general way such as sharing with design consultants on future construction or renovation projects, to consider or incorporate into design work as practical. This will allow the assessment and guideline to both be used as tools for future planning efforts, but to be updated separately in the future.

C. Scope of Services to be Provided

1. The consultant team shall provide all services needed to complete the review and assessment, to compare against applicable building codes and to develop an assessment report as described herein.
2. The consultant team will work with county staff to develop a definition of “functional accessibility” and to create a guideline document to help with implementation.
3. The consultant team will be responsible for confirming all applicable Federal, State, and local codes and regulations as they apply to this effort.
4. All communication with the County will go through the County’s Project Manager, unless approved otherwise in writing by the Project Manager.
5. The County will identify a Core Team, responsible for decision making and overall direction. Meetings or work sessions will be held with this Core Team as needed.
6. The consultant team will meet with County staff as often as needed to complete this effort. The County understands that virtual meetings can be efficient and sometimes required. However, in-person meetings should account for at least one third of all planned meetings. These meetings will likely be held at the Administration Center in Hastings, MN. A kickoff meeting and review meetings to coincide with major milestones or deliverables will be held with the Core Team and all associated consultant team members.
7. The consultant team shall provide draft meeting agenda for each Core Team Meeting to the County PM for approval **prior** to the meeting. All presentation materials shown at meetings **must** be pre-viewed by the County PM prior to each meeting. Provide meeting minutes for all meetings during the Design Phases of the project within five (5) days of the meeting.
8. At the start of efforts, the consultant team shall develop a schedule of all intended activities and tasks needed to complete this effort. This schedule shall include specific dates (not just estimated time durations). This schedule shall be shared with the County for review and confirmation, to assist with scheduling physical onsite reviews and coordination.
9. The consultant team shall conduct physical, in-person on-site reviews of all facilities included in **Attachment P Facility List**, to adequately assess conditions and to render opinions of code compliance.
10. The consultant team members responsible for conducting the on-site reviews of all facilities shall complete background checks with the County. Approved and authorized consultant team members will be issued card access badges and/or keys to access the facilities. It is not the County’s intent to provide staff escorts to the consultant team for all on-site reviews. Escorts can be provided for high-security areas as needed only.
 - a) Additional time for the background check process shall be factored into the consultant team’s proposed schedule. This process typically takes 4-6 weeks.
11. The consultant team shall work with the County to develop a method of categorizing and prioritizing the discovered deficiencies. Such categories and priorities shall be included in the consultant team’s report as both a written summary and in the deficiency listing or spreadsheet.
12. The consultant team shall develop a final report to convey assessment findings, and a guideline to describe “functional accessibility.” These documents may include any

combination of written summaries, lists, tables, images, or other information to adequately convey the findings or ideas.

- a) Written summaries shall be prepared using MS Word. Lists of deficiencies shall be prepared using MS Excel or equal spreadsheet format so information can be sorted or filtered.
 - b) Documents shall be digitally accessible. All content must comply with WCAG 2.1 AA accessibility guidelines.
 - c) Final documents to be provided to the County in both digital format (MS Word, MS Excel, etc.) and PDF formats.
 - d) The cost of providing the documents is to be included in the labor portion of your proposal and is not a reimbursable expense.
 - e) Refer to Section D Specific Deliverables for additional information and milestones.
13. The consultant team shall participate in workshops and meetings to develop the findings and present final information to County leadership and advisory groups.
- a) Formal presentations to present final information at meetings may include one County Board meeting, one Disability Advisory Council meeting and one Senior Leadership Team meeting.
 - b) Other workshops or less formal meetings to assist with development may include meetings with the County's ADA and Access Committee and other internal staff groups, in addition to meetings with the Core Team.

D. Specific Deliverables

1. Facilities Accessibility Assessment Report: This report is intended to be a summary of the information gathered by the consultant team, presented in a usable and easy to understand format. This shall include the following, at a minimum.
 - a) The consultant team shall develop an outline and draft report format including the required contents listed herein, for the County's review and approval.
 - b) The consultant team shall provide four reports to the County for review at the following completion points or approximate milestones. It will be the County's intent to review draft reports and provide feedback to the consultant team for consideration and incorporation into the next draft.
 - i. 5% complete. This draft report shall contain information from the on-site review and assessment of at least one multi-story facility. The County will review the draft format and offer feedback for refinement with the intent of future drafts meeting expectations without rework.
 - ii. 50% complete.
 - iii. 95% complete.
 - iv. 100% complete, final report
 - c) The final assessment report shall contain the following elements:
 - i. Cover page with report title, date of final issuance, name of consultant team
 - ii. Table of contents
 - iii. Executive summary
 - iv. Brief summary of process used including description of categorization and prioritization
 - v. Listing of applicable codes
 - vi. Brief summary of known future or pending code changes and date when they may be approved (if known)
 - vii. Spreadsheet listing of deficiencies, to include:
 1. Building/Structure identification
 2. Floor or location description
 3. Summary of deficiency
 4. Categorization
 5. Prioritization
 - viii. Reference drawings to locate deficiencies
 - ix. Additional applicable information, images or references can be included in appendices
 - d) Create a summary similar to the executive summary that can be used for public distribution such as on the County's website. This summary shall use plain language for easy understanding by all audiences. This summary shall be provided to the County in MS Word format for reproduction or reformatting as needed.
 - e) All documents shall be digitally accessible, WCAG 2.1 AA compliant.
2. "Functional Accessibility" Guideline: This guideline is intended to be a summary or list of ideas and concepts for consideration to exceed the building code minimum, to create a more accessible environment. This guideline may be provided to other consultants for incorporation, so the concepts or ideas should be easy to understand

and convey to users of different levels. A combination of written summaries and images or drawings may be useful.

- a) The consultant team shall work with the County's Core Team through at least three workshops or meetings to develop and refine this guideline. This shall include a focused kickoff meeting specific to this topic, separate from the assessment kickoff meeting, and two meetings to discuss ideas and concepts, and to refine the guideline.
- b) The consultant team shall provide three drafts to the County for review at the following completion points or approximate milestones. Time between drafts shall be used for review meetings and refinement based on feedback from the County.
 - i. 50% complete.
 - ii. 90% complete.
 - iii. 100% complete, final guideline.
- c) All documents shall be digitally accessible, WCAG 2.1 AA compliant.

E. **Proposal Requirements – Proposer, read and follow carefully**

To facilitate the selection process, the following information *MUST* be included in your proposal, each in its own tabbed or labeled section, and arranged in the following order. **The total proposal response should not exceed 25 pages.** (The Cover Letter, Fee Proposal and Attachments are separate documents and not included in the page count.) A page is one face of a two-sided piece of paper. Use both sides of the paper where possible as both sides count towards the page maximum. The Proposal Response shall address each item listed below. **Failure to respond to each proposal requirement/question assumes quality control measures may not have been taken.** The proposal response, with changes as required, will become a part of the final contract for services.

1. Cover Letter: Cover letter should be attached at the front of the Proposal Response. The following elements *MUST* be included in the cover letter.
 - a) Official firm name (as recognized by the State of Minnesota), address, and phone number of the firm;
 - b) Acknowledgement of receipt of RFP addenda, if any;
 - c) Name, title, address, telephone number, and email address of contact person during the period of proposal and/or contract execution;
 - 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 History and Information: Limited to two pages. Provide overall firm history and background information, including information on all subconsultant firms. Focus to be on similar assessment efforts and should convey your team's collective ability to complete the work.
3. Project Team and Team Member Experience:
 - a) Project Organizational Chart: Provide a complete project organizational chart showing involvement and correlation of key team members and all other contracted consultants. Show consultants by company, individual's name, title and role.
 - b) Experience of Consultant Team Members: Provide the following information for each proposed key team member:
 - i. Name
 - ii. Firm for which they work
 - iii. Professional Licensure(s), Education, and Professional Affiliations
 - iv. Time working for current firm **and** total professional work experience
 - v. Job title/role/ specific duties for this project
 - vi. Recent experience on similar projects. When describing experience, begin with the individual's most recent projects and include project name, location, similar aspects to this project, year completed, the individual's job title/role on project, and firm (if different than current)
 - vii. A matrix showing personnel who have worked on the same projects at the same time is helpful but not required

4. Project Approach and Schedule:

- a) Approach: Narrate how you will approach this work including forms of communication, consultant team change management (for example - if a consultant team member leaves the team), planning, scheduling, and quality control. Describe steps you will take to ensure that all aspects of the project will be coordinated.
- b) Schedule: Provide a Gantt chart schedule reflecting the requirements of this project, including a detailed plan to complete all work with use of specific dates. Do not provide durations only, such as number of weeks or months. Incorporate the key dates and milestones provided in this proposal into your schedule. Review and confirm agreement of the schedule information provided within this RFP. Provide a separate narrative of recommended modifications if they reduce cost or otherwise improve the project.

5. Firm Experience and References:

- a) Experience: Provide three examples of previously completed similar efforts, with preference for other public or government organizations. Provide up to one page for each example to describe the scope of each. Redact any information your previous client would not want made public.
- b) Assessment Examples: Include specific examples of assessments similar to this requested effort. Examples should demonstrate your team's ability to gather information and present it in a manner that is easy to understand and use.
- c) Guideline Examples: Include specific examples of guideline development. Examples should demonstrate your team's ability to combine practical knowledge with creative ideas to create a usable document that can be easily understood and applied by various users.
- d) Assessment or Guideline Examples presented or included in full shall not count against the maximum page count for proposals.
- e) If the consultant team does not have any previously completed examples to include, please create a representative draft of the work you would propose to produce through this effort.
- f) References: Provide references (name, address, email and phone number) for three similar efforts. *List the similar effort(s) that relate to the reference.* Confirm the contact information is correct; inability to contact references may inhibit the County's ability to award you the work.

6. Contract and Conditions:

- a) Include a completed **Attachment C Trade Secret Information Form**; including indication of the selection of the appropriate box.
- b) Review **Attachment D Sample of Dakota County Standard Form of Contract Agreement for Professional Services**, **Attachment E Insurance Terms**, and **Attachment F Standard Assurances**. In this section of your Proposal Response, provide a list of modifications to these documents, if any. **Note: If no modifications are listed in the Proposal Response, the assumption is that there will be no requested modifications during the contracting process.**

7. Separate Envelope: Attachment A, Hourly Rate Schedule and Attachment B
 - a) Submit one completed copy of **Attachment A Fee Proposal** in the separate envelope.
 - b) Provide a current Hourly Rate Schedule for all anticipated staff roles that may work on the project in the separate envelope.
 - c) Include a signed **Attachment B Non-Collusion and Conflict of Interest Statement** in the separate envelope.
 - d) Note: Do NOT bind this information into the hard copies of the Proposal Response. These items should also be saved as a separate electronic file and shall not be included in the electronic copy of the Proposal Response.
8. Submission of Proposal: All items to be received by the County Project Manager on or before the date and time listed in this RFP.
 - a) Seven (7) hard copies and one (1) electronic copy of the proposal in PDF format.
 - b) One (1) hard copy and one (1) electronic copy of **Attachment A Fee Proposal**, Hourly Rate Schedule and **Attachment B Non-Collusion and Conflict of Interest Statement** to be provided in a separate envelope.
 - c) Proposal Responses may need to be disassembled for duplication, so assemble hard copies with comb binding or stapling. Do not issue in hard sided bound notebooks.
 - d) The electronic copy may be emailed to the County Project Manager, delivered through an electronic file transfer site, etc. If an email is sent to deliver the electronic copy, the file size shall not exceed the County's electronic file transfer size (currently 10 MB). The County does not accept proposal submissions via flash drive.
 - e) The County may reject or return for completion any proposal that is not sufficiently detailed or that is in an unacceptable form.

F. Details of the Work

1. **Contract Format:** The selected consulting firm/agent will be required to enter into a contract with Dakota County. Refer to **Attachment D *Sample of Dakota County Standard Form of Contract Agreement for Professional Services*** and **Attachment E *Insurance Terms***. Under the Contract and Conditions Tab, your proposal should indicate if your firm has any issues with the proposed contract language or insurance requirements. Additional contract conditions may be required, depending upon the nature and extent of the services provided. The County reserves the right to negotiate a change or modification to the proposed contractual conditions. Also refer to **Attachment F *Standard Assurances*** and **Attachment C *Trade Secret Information Form***.
2. **Parties to the Contract:** A contract will be executed between Dakota County and a prime consultant firm. In the case of a project team of multiple consultants, a prime consultant firm shall be responsible for subcontracting with the other consultant firms. There will be no legal relationship with Dakota County and the subcontracting consultant firms. The prime and subcontracting consultant firms shall be responsible in providing the required submission information via a single proposal.
3. **Contract Term:** The term of the contract to be awarded under this RFP will be from the date executed by all parties until services are complete.
4. **Fee Proposal:** The Consultant's fee proposal shall be structured to be an hourly rate with a maximum, not-to-exceed, fee amount. The Fee Proposal shall also include a maximum, not-to-exceed, amount for reimbursable expenses. Taken together, the fees and expenses will form the maximum for the contract.
5. **Reimbursable Expenses:** Reimbursable expenses are expenses attributed directly to the project and will be billed at actual costs up to, but not exceeding, the estimate given in your Fee Proposal. No mark-up is allowed on these costs. Internal printing costs and local transportation/travel are to be included in the fee proposal and are not reimbursable expenses.
6. **Payments:** Billing for completed services shall be based upon a monthly invoice submitted by the Consultant. The invoice will be formatted to align with the breakdown provided on **Attachment A *Fee Proposal***. The invoice format that is to be used by the Architect is to be approved by the County Project Manager prior to submittal of the first invoice.
7. **Addenda/Clarifications:** Any changes to this RFP will be made by the County through a written addendum. No verbal modification will be binding.
8. **Contract Award:** Issuance of this RFP and receipt of proposals do not commit the County to the awarding of the contract. The County reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Consultant, should negotiations with the selected Consultant be terminated, to negotiate with more than one Consultant simultaneously, or to cancel all or part of this RFP.

9. County Rights: The County may investigate the qualifications of any consultant under consideration, require confirmation of information furnished by the consultant, and require additional evidence of qualifications, to perform the work described in this RFP. The County reserves the right to:
 - a) Reject any or all proposals if such action is in the public interest;
 - b) Cancel the entire Request for Proposals;
 - c) Issue a subsequent Request for Proposals;
 - d) Remedy technical errors in a Request for Proposal process;
 - e) Appoint evaluation committees to review the proposals;
 - f) Establish a short list of consultants eligible for interview after evaluation of proposals;
 - g) Negotiate with any, all, or none of the RFP consultants; and
 - h) Reject and replace one or more subconsultants.
10. Independent Price Determination: Applicants are held legally responsible for their information and fees. Applicants are not to collaborate, for the purpose of restricting competition, with other applicants or competitors in developing proposals and fees.
11. Independent Contractor Status: The Consultant will be an independent consultant, and nothing contained in any contract awarded shall be construed to create the relationship of employer and employee between the County and the Consultant. The Consultant is not eligible for workers' or unemployment compensation benefits. The Consultant understands that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from payments due the Consultant and that it is the Consultant's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Attachments

- **Attachment A** Fee Proposal
- **Attachment B** Non-Collusion and Conflict of Interest Statement
- **Attachment C** Trade Secret Information Form
- **Attachment D** SAMPLE of Dakota County Standard Form of Contract Agreement for Professional Services contract
- **Attachment E** Insurance Terms
- **Attachment F** Standard Assurances
- **Attachment P** Facility List

End of RFP

ATTACHMENT A



Facilities Accessibility Assessment

Fee Proposal

	Estimated Hours	Average Hourly Rate	Fees
Project Manager			
Architect			
Landscape Architect			
Civil Engineer			
Code Consultant			
Accessibility Consultant			
Other (specify)			
Other (specify)			
Subtotals			
Reimbursable Expenses (Not To Exceed)			
TOTAL FEE			

Owner may elect to award any part, in any order, to align with available budget.

Proposing Firm Name:

Official Firm Name

Date

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.

Provide the following in a sealed envelope, separate from Proposal Response:

Attachment A - Fee Proposal (this form)

Current Hourly Rate Schedule for each employee anticipated to work on the project.

Attachment B - Non-Collusion and Conflict of Interest Statement

ATTACHMENT B
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

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a 'WET' signature. Digital signatures are NOT accepted.

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

V.7 Revised: MMH (06-19)

Submit this form as part of the Bid response

ATTACHMENT C

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, Proposal or Quote response.

Authorized Signature

Title

Date

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a 'WET' signature. Digital signatures are NOT accepted.

Public Records and Requests for Confidentiality

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

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

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

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

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

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

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

Revised: 6/22/2018

SAMPLE
CONTRACT BETWEEN THE COUNTY OF DAKOTA
AND SAMPLE
FOR SAMPLE

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 **SAMPLE** Department (County) and **SAMPLE, SAMPLE ADDRESS**, ("Contractor"). Contractor and County are collectively referred to herein as the "parties" and individually as "party."

WHEREAS, the County requires services for **SAMPLE**, as identified in the County's Request for **SAMPLE**, dated **SAMPLE**, 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 **SAMPLE** ("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 the date the last party executes this Contract or a specific future date ("Effective Date") and expires on **SAMPLE** 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 **SAMPLE** 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 **SAMPLE**.
- 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 **SAMPLE** and **SAMPLE** /100 Dollars (**\$SAMPLE**) ("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 4]**. 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 3]**, 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 4]** (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 the Contractor:

SAMPLE
(Name)

SAMPLE
(Title)

SAMPLE
(Street)

SAMPLE
(City, MN Zip Code)

SAMPLE
(Telephone)

SAMPLE
(Email Address)

To the County:

SAMPLE
(Name)

SAMPLE
(Title)

SAMPLE
(Street)

SAMPLE
(City, MN Zip Code)

SAMPLE
(Telephone)

SAMPLE
(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: SAMPLE

Telephone: SAMPLE

Email Address: SAMPLE

County Liaison: SAMPLE

Telephone: SAMPLE

Email Address: SAMPLE

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

16. OWNERSHIP OF WORK PRODUCT

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

17. AMENDMENTS

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

18. SEVERABILITY

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

19. MERGER

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

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

Exhibit 1 – County's Request for **SAMPLE** (including Attachments **SAMPLE**)

Exhibit 2 - Contractor's Response to Request for **SAMPLE** dated **SAMPLE**

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

By: SAMPLE

(Signature line)

SAMPLE

(Name, Title, Department)

SAMPLE

Date of Signature

Contract Number DCA SAMPLE

CONTRACTOR

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

By: SAMPLE
(Signature line)

SAMPLE
(Title)

SAMPLE
Date of Signature

ATTACHMENT E
INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

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

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

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

☒ 3. Professional Liability

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

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its

Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

☒ 4. Automobile Liability.

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

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

☐ 5. Network Security and Privacy Liability.

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

☒ 6. Evidence of Insurance.

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

☒ 7. Insurer: Policies.

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

☒ 8. Release and Waiver.

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

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

ATTACHMENT F
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 P
FACILITY LIST

Last Updated: 8/29/2025

CATEGORY	BLDG #	ABBREV.	BUILDING NAME	ADDRESS	BUILDING HOURS	GROSS SF	OCCUP- ANCY TYPE	# of FLOORS	# of PARKING STALLS Total/Accessible	PDF PLAN AVAIL.	YEAR BUILT (ADDITION) [RENOVATION]
Admin.	5		Government Center Complex Parking Lot	Hastings, MN		NA		NA	628 16	Y	
Admin.	14	JDC	Judicial Center	1560 Highway 55 Hastings, MN 55033	8 am - 4:30 pm	193,214	A-3, B, I- 3, S-1, S-2	3		Y	1974 (1989) [1987, 1990, 1992, 2007, 2015, 2018]
Library	20	ILC	Inver Glen Library	8098 Blaine Ave. Inver Grove Heights, MN 55076	M-W: 12 pm - 8 pm Th-Sat: 9 am - 5 pm Sun: closed	16,882	A-3	1	54 4	Y	2000 (2014) [2005]
Library	21	LLC	Heritage Library	20085 Heritage Dr. Lakeville, MN 55044	M-Th: 9 am - 8 pm F-Sat: 9 am - 5 pm Sun: 1-5 pm	24,667	A-3, B	1	84 4	Y	2000 (2019)
Library	22	WLC	Wentworth Library	199 E. Wentworth Ave. West St. Paul, MN 55118	M-Th: 9 am - 8 pm F-Sat: 9 am - 5 pm Sun: 1-5 pm	29,124	A-3, B	1	59 5	Y	1992 [2008, 2026]
Library	23	RLC	Robert Trail Library	14395 S. Robert Trail Rosemount, MN 55068	M-Th: 10 am - 8:30 pm F-Sat: 10 am - 5:30 pm Sun: 1-5 pm	23,397	A-3, B	1	73 4	Y	2009
Library	25	HLC	Pleasant Hill Library	1490 S. Frontage Road Hastings, MN 55033	M-Th: 9 am - 8 pm F-Sat: 9 am - 5 pm Sun: 1-5 pm	17,712	A-3	1	59 3	Y	1994, (2019)
Detention	31	JSC	Juvenile Service Center	1600 Highway 55 Hastings, MN 55033	24/7/365	50,877	A-3, B, E- 1, I-3	2	45 2		1979 (1998)
Museum	34	MUS	Lawshe Memorial Museum & Research Library	130 3rd Ave. North South St. Paul, MN 55075	W & F: 9 am - 5 pm Th: 9 am - 8 pm Sat: 10 am - 3 pm	21,137	B, A-3, S- 1	3	30 2	Y	1978
Library	36	SLC	Kaposia Library	131 7th Ave. North South St. Paul, MN 55075	M-W: 12 pm - 8 pm Th-Sat: 9 am - 5 pm Sun: closed	16,118	B, A-3	1	18 1 +2 @7th Ave.	Y	2024
Transport.	38.1	HYH	Hastings Transportation Facility	900 County Rd. 47 Hastings, MN 55033	7 am - 3:30 pm	11,725		1	27	Y	1964
Transport.	38.2	HYH	Hastings Cold Storage	900 County Rd. 47 Hastings, MN 55033		1,914		1		Y	1964
Transport.	40	HYE	Empire Maintenance Facility (West Building)	2800 160th St. W. Rosemount, MN 55068	7 am - 3:30 pm	113,684	B, S	1	147 4	Y No Mezz Plan	2002 (2011, 2020)
Transport.	40	HYE	Empire Cold Storage Building	2800 160th St. W. Rosemount, MN 55068		15,790	S	1		Y	2020



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Transport.	44	HYE	Empire East Building	2800 160th St. W. Rosemount, MN 55068	7 am - 3:30 pm	87,639	B, S-2	1	34	Y No Mezz Plan	2005 (2010, 2020)
Transport.	46.1	HYF	Farmington Transportation Facility	4975 212th Street Farmington, MN 55024	7 am - 3:30 pm	11,263	B, S-3	1		Y	1973 (1998)
Transport.	46.2	HYF	Farmington Transportation Salt Storage	4975 212th Street Farmington, MN 55024		16,000		1		Y	1997
Library	54	BLC	Burnhaven Library	1101 West County Rd 42 Burnsville, MN 55336	M-Th: 9 am - 8 pm F-Sat: 9 am - 5 pm Sun: 1 pm - 5 pm	26,178	A-3, B	1	154 7	Y	1974 [1995, 2011]
Library	55	FLC	Farmington Library	508 3rd Street Farmington, MN 55024	M-W: 12 pm - 8 pm Th-Sat: 9 am - 5 pm Sun: closed	15,701	A-3	2	51 4	Y	1976 [2000, 2002, 2014, 2015]
Admin.	65	NSC	Northern Service Center	1 Mendota Road West West St. Paul, MN	M & F: 8 am - 5:30 pm Tu & W: 8 am - 8:30 pm Th: 8 am - 8:30 pm	259,703	A-3, B, I-3	6	828 22	Y	2002 [2015]
Parks	68.1	MRPR	MRPR Trout Brook Shelter	Miesville Ravine Park Reserve 27970 Orlando Trail Cannon Falls, MN 55009	Rental Apr. 1-Oct. 31: 8 am - 10 pm	588		1		Y	1999
Parks	68.2	MRPR	MRPR Cannon Shelter	Miesville Ravine Park Reserve 27970 Orlando Trail Cannon Falls, MN 55009	Rental Apr. 1-Oct. 31: 8 am - 10 pm	968		1		Y	1999
Parks	68.3	MRPR	MRPR Vault Toilet	Miesville Ravine Park Reserve 27970 Orlando Trail Cannon Falls, MN 55009		178		1	0	Y	1999
Parks	69.1	SLPR	Schaar's Bluff Gathering Center	Spring Lake Park Reserve Schaar's Bluff Campus 8395 127th St. E. Hastings, MN 55033	M-Th: 7 am - 10 pm F-Sun: 7 am - midnight	3,736		1	79 2	Y	2007-2008
Parks	69.2	SLPR	SLPR West Restroom	Spring Lake Park Reserve Schaar's Bluff Campus 8395 127th St. E. Hastings, MN 55033		487		1		Y	1982-1983
Parks	69.3	SLPR	SLPR West (Picnic) Shelter	Spring Lake Park Reserve Schaar's Bluff Campus 8395 127th St. E. Hastings, MN 55033		1,140		1	60 3	Y	



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Parks	69.4	SLPR	SLPR Archery Shelter & Outdoor Classroom	Spring Lake Park Reserve 13690 Pine Bend Trail Rosemount, MN 55068	Rental Apr. 1-Oct. 31: 8 am - 10 pm	423		1			Y	1994
Parks	69.5	SLPR	Camp Spring Lake Retreat Center	Spring Lake Park Reserve 13690 Pine Bend Trail Rosemount, MN 55068	7 am-10 pm	2,723		1			Y	1994
Parks	69.6	SLPR	SLPR East (Picnic) Shelter	Spring Lake Park Reserve 8395 127th St. E. Hastings, MN 55033	Rental Apr. 1-Oct. 31: 8 am - 10 pm	620		1	57	3		
Parks	69.7	SLPR	SLPR Maintenance Shop & Offices	Spring Lake Park Reserve 8500 127th St E Hastings, MN 55033	7 am - 3:30 pm	6,328		2			Y	
Parks	69.8	SLPR	SLPR Shop (2A) & Chemical Storage	Spring Lake Park Reserve 8500 127th St E Hastings, MN 55033		2,000		1			Y	
Parks	69.9	SLPR	SLPR Truck Shed	Spring Lake Park Reserve 8500 127th St E Hastings, MN 55033		6,000		1			Y	
Parks	69.11	SLPR	SLPR Ranger Shed	Spring Lake Park Reserve 8500 127th St E Hastings, MN 55033		6,000		1			Y	
Parks	69.12	SLPR	SLPR Carpenter Shop	Spring Lake Park Reserve 8500 127th St E Hastings, MN 55033		1,792		1			Y	
Parks	70.1	LHRP	Lebanon Hills Visitor Center	Lebanon Hills Regional Park Visitor Center Campus 860 Cliff Rd Eagan, MN 55123	9 am-5 pm	6,457		1 + Mezz.	243	8	Y	2003
Parks	70.2	LHRP	East Camp Shower Restroom	Lebanon Hills Regional Park Campground 12100 Johnny Cake Ridge Road Apple Valley, MN 55124		1,080		1		0	Y	2000
Parks	70.4	LHRP	Holland Lake Shelter	Lebanon Hills Regional Park 1100 Cliff Road Eagan, MN 55123	Rental Apr. 1-Oct. 31: 8 am - 10 pm	769		1			Y	(2001)
Parks	70.5	LHRP	Jensen Lake Shelter	Lebanon Hills Regional Park 1398 Carriage Hills Drive Eagan, MN 55123	Rental Apr. 1-Oct. 31: 8 am - 10 pm	2,088		1	123	6	Y	1994-1995



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Parks	70.6	LHRP	Camp Sacajawea Retreat Center	Lebanon Hills Regional Park Camp Sacajawea Retreat Center 5121 McAndrews Road Apple Valley, MN 55124	7 am - 10 pm	2,376		1		Y	? (1985?, 1999)
Parks	70.7	LHRP	Camp Sacajawea Classroom	Lebanon Hills Regional Park Camp Sacajawea Retreat Center 5121 McAndrews Road Apple Valley, MN 55124		700		1		Y	1994
Parks	70.8	LHRP	LHRP Campground Office	Lebanon Hills Regional Park Campground 12100 Johnny Cake Ridge Road Apple Valley, MN 55124		1,282		1	8	Y	1985
Parks	70.9	LHRP	LHRP Campground RV Center Restrooms	Lebanon Hills Regional Park Campground 12100 Johnny Cake Ridge Road Apple Valley, MN 55124		950		1		Y	1988
Parks	70.11	LHRP	Schulze Beach Restroom	Lebanon Hills Regional Park Visitor Center Campus 860 Cliff Rd Eagan, MN 55123		1,757		1		Y	2000
Parks	70.12	LHRP	LHRP Campground Wood and Golf Cart Storage	Lebanon Hills Regional Park Campground 12100 Johnny Cake Ridge Road Apple Valley, MN 55124		300				Y	2010
Parks	70.13	LHRP	West Mountain Bike Trailhead Shelter	Lebanon Hills Regional Park 4801 Johnny Cake Ridge Road Eagan, MN 55122		1,725		1	128 2	Y	2011
Parks	70.14	LHRP	LHRP A-Frame Shelter	Lebanon Hills Regional Park Portage Lake Eagan, MN 55123		450		1	0	Y	2017
Parks	70.15	LHRP	Camp Sacajawea Vault Toilet(s)	Lebanon Hills Regional Park Camp Sacajawea Retreat Center 5121 McAndrews Road Apple Valley, MN 55124		72		1		Y	
Parks	70.16	LHRP	LHRP Lakeview Deck (Rooftop of Schulze Beach Restrooms)	Lebanon Hills Regional Park Visitor Center Campus 860 Cliff Rd Eagan, MN 55123	For Rent Mem. Day - Labor Day: 8 am - 10 pm			1		Y	1996



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Parks	70.17	LHRP	LHRP Rental Pod (adjacent/attached to Visitor Center)	Lebanon Hills Regional Park Visitor Center Campus 860 Cliff Rd Eagan, MN 55123		SF included in Visitor Center		1			Y	2003
Parks	70.22	LHRP	LHRP Boat Shed	Lebanon Hills Regional Park Visitor Center Campus 860 Cliff Rd Eagan, MN 55123				1				
Parks	70.23	LHRP	Camp Sacajawea Wood Shed (Near Lodge)	Lebanon Hills Regional Park Camp Sacajawea Retreat Center 5121 McAndrews Road Apple Valley, MN 55124				1				
Parks	70.24	LHRP	Lebanon Hills Maintenance Facility	Lebanon Hills Regional Park Maintenance Facility 740 Cliff Rd Eagan, MN 55123		39,757	B, S-1	2	48	2	Y	2025
Parks	70.25	LHRP	LHMF Head House	Lebanon Hills Regional Park Maintenance Facility 740 Cliff Rd Eagan, MN 55123		1,725	U	1			Y	2025
Parks	70.26	LHRP	LHMF Greenhouse	Lebanon Hills Regional Park Maintenance Facility 740 Cliff Rd Eagan, MN 55123		1,210	U	1			Y	2025
Parks	70.27	LHRP	LBRP Yurt	Lebanon Hills Regional Park Visitor Center Campus 860 Cliff Rd Eagan, MN 55123		700		1				2024
Parks	71.1	LBRP	LBRP Beach Restrooms	Lake Byllesby Regional Park 7650 Echo Point Road Cannon Falls, MN 55009		1,024		1	62	4	Y	1997-1998
Parks	71.2	LBRP	LBRP Office/Restrooms	Lake Byllesby Regional Park 7650 Echo Point Road Cannon Falls, MN 55009		1,684		1	12	1	Y	1991
Parks	71.3	LBRP	LBRP Lakeside Picnic Shelter	Lake Byllesby Regional Park 30154 Harry Ave. Cannon Falls, MN 55009	Rental Apr. 1-Oct. 31: 8 am - 10 pm			1	43	2		



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Parks	71.4	LBRP	LBRP Wood and Golf Cart Storage	Lake Byllesby Regional Park 7650 Echo Point Road Cannon Falls, MN 55009							
Parks	71	LBRP	LBRP Boat Launch	Lake Byllesby Regional Park 30154 Harry Ave. Cannon Falls, MN 55009					28 1		
Library	72	ELC	Wescott Library	1340 Wescott Road Eagan, MN 55123	M-Th: 9 am - 8 pm F-Sat: 9 am - 5 pm Sun: 1-5 pm	56,080	A-3, B	3	201 6	Y	1982 (1987) [1998, 2009]
Parks	73	TCP	Dakota Lodge (TCP Visitor Center)	Thompson County Park 1200 Stassen Lane West St. Paul, MN 55118	M-Th: 7 am - 10 pm F-Sun: 7 am - midnight	10,157		1	118 12	Y	2002
Parks	74	TCP	TCP North (Picnic) Shelter	Thompson County Park 1200 Stassen Lane West St. Paul, MN 55118	For Rent: Apr. 1-Oct. 31: 8 am - 10 pm	3,860		1	62 3	Y	
Parks	76.1	WWRP	WWRP Camper Cabins #1, #2, #3 (Pines)	Whitetail Woods Reg. Park 17100 Station Trail Farmington, MN 55024		278 each		1	11 1	Y	2014
Parks	76.2	WWRP	WWRP Camper Cabins Bath House/Restroom/Mech.	Whitetail Woods Reg. Park 17100 Station Trail Farmington, MN 55024		620		1		Y	2014
Parks	76.3	WWRP	Empire Lake Shelter	Whitetail Woods Reg. Park 17100 Station Trail Farmington, MN 55024	For Rent: 8 am - 10 pm	1,050		1	107 6	Y	2014
Parks	76.4	WWRP	WWRP Camper Cabins #4, #5 (Prairie)	Whitetail Woods Reg. Park 17100 Station Trail Farmington, MN 55024		324 each		1	7 1	Y	2020
Parks	77.1	LBRP	Lake Byllesby Maintenance Building	Lake Byllesby Regional Park 30154 Harry Ave. Cannon Falls, MN 55009		3,750		1		Y	2000
Parks	77.2	LBRP	LBRP Storage Shed	Lake Byllesby Regional Park 30154 Harry Ave. Cannon Falls, MN 55009		1,280		1		Y	
Parks	78.1	BRRT	BRRT Trailhead Restroom & Picnic Shelter	Big Rivers Regional Trail 1498 Mendota Heights Road Mendota Heights, MN 55120		2,948		1	61 3	Y	2021



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Parks	79.2A	MRT	MRT Rock Island Swing Bridge Trailhead Restroom	Mississippi River Trail Rock Island Swing Bridge 4465 66th St E Inver Grove Heights, MN 55076		512		1		Y	2013
Parks	79.2B	MRT	MRT Pine Bend Bluffs Trailhead Restroom Building/Picnic Area	Mississippi River Trail Pine Bend Bluffs Trailhead 111th St E and Courthouse Blvd Inver Grove Heights, MN 55077		490		1		Y	2016
Admin.	80	EXC	Dakota County Extension & Conservation Center	4100 220th St. W. Farmington, MN 55024	8 am - 4:30 pm	20,122	B	1	107 4	Y	1977 (1998) [2009]
Residential	81	ASP	Aspen House Youth Shelter	2031 Victoria Rd S Mendota Heights, MN	24/7/365	5,521	R-4	1	6	Y No Roof Plan	1981 [2022]
Residential	82	CRC	Crisis and Recovery Center	2025 Livingston Ave. West St. Paul, MN 55118	24/7/365	15,926	R-4	2	16 1	Y	2025
Admin.	85	DCC	Dakota Communications Center	2860 160th St. W Rosemount, MN 55068	24/7/365	23,699	B	1	94 4	Y	2007
Admin.	86	SMT	SMART Center	9260 Courthouse Blvd Inver Grove Heights, MN 55077	8 am - 4:30 pm	35,517	B, A-3, S- 2	2	75 4	Y	2021
Detention	88	LEC	Law Enforcement Center	1580 Highway 55 Hastings, MN 55033	Admin: 8 am - 4:30 pm Jail: 24/7/365	166,364	B, I-3, U	3	94 5	Y	1988 (2006, 2025) [2003, 2007]
Admin.	96	ADC	Administration Center	1590 Highway 55 Hastings, MN 55033	8 am - 4:30 pm	112,934	B	3	206 4	Y	1990 (2004)
Library	98	GLC	Galaxie Library	14955 Galaxie Ave. Apple Valley, MN 55124	M-Th: 9 am - 8 pm F-Sat: 9 am - 5 pm Sun: 1 pm - 5 pm	29,488	A-3	1		Y	1991 [2005, 2018]
Admin.	99	WSC	Western Service Center	14955 Galaxie Ave. Apple Valley, MN 55124	M: 7:30 am - 7 pm Tu-Th: 7 am - 8 pm F: 7 am - 5 pm	154,181	B, A-3, S- 1	4	540 13	Y	1991
TOTAL						1,696,313					