

REQUEST FOR PROPOSAL

HOUSEKEEPING SERVICES 2026

For:

North REGION

Wescott Library
Inver Glen Library
Wentworth Library
South St. Paul Library
Smart Center
Historical Museum
Lebanon Hills Visitor Center and Rental Pod
Lebanon Hills Maintenance Facility, and Head House

Issued: September 8th, 2025

**PROPOSALS ARE DUE:
September 22nd, 2025, 2:00 PM
AT:**

**Dakota County
Facilities Management Department
Suite 2500
1590 W. Highway 55
Hastings, MN 55033
(651) 438-4388**

Mandatory on-site Walk-through:

Date: September 11th, 2025

At

1:30 PM

**Location: Dakota County Northern Service Center, 1 Mendota Road West St. Paul, MN 55118
Conference Room 110C**

INDEX

I. PROPOSAL INSTRUCTIONS (Pages 3-11)

- A. Introduction & Instructions
- B. In General
- C. Evaluation Criteria
- D. Proposal Evaluation
- E. Owners Representatives
- F. Proposal Guarantee
- G. Contract Terms & Renewals
- H. Proposal Form (3 pages)
- I. Non-Collusion and Conflict of Interest Statement
- J. Trade Secret Information Form

II. SPECIAL CONDITIONS (Pages 12-13)

- A. Facility Information
- B. Holidays

III. HOUSEKEEPING SCOPE OF SERVICES (Pages 14- 22)

- A. Personnel
- B. Facility Security Requirements
- C. County Security Requirements
- D. Energy Conservation Measures
- E. Waste Management
- F. Confidential Document Bins Records
- G. Supplies
- H. Equipment
- I. Cleaning Standards
- J. Housekeeping Services
- K. Pandemic Flu plan

Exhibits (Pages 23 – 30)

- A. Frequency, Procedure, and Daily Staffing form
- B. Contract Amount and Allocation

Attachments (Pages 31 – 46)

- A. Insurance Terms
- B. Standard Assurances
- C. Sample Contract

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION & INSTRUCTIONS

1. Each Proposal must represent the entire cost to perform the services and provide the products as outlined in this Request for Proposal for Housekeeping Services and proposer's response to the same. The entire cost must include all fees, permits, taxes and any other costs associated with performing the services. All of Dakota County Facilities are Tax Exempt.
2. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
3. All proposal envelopes shall be sealed and bear the inscription "PROPOSAL FOR HOUSEKEEPING SERVICES, NORTH REGION BUILDINGS" together with the name and address of the proposer. The proposal envelopes shall be addressed to: Dakota County Facilities Management Department, Attn: Jerry Berge, Dakota County Administration Center, 1590 Highway 55 Hastings, MN 55033. Hand delivered copies should be delivered to the same addressee at the same address. Proposals will be received until 2:00 p.m. September 22nd 2025.
4. All proposers must submit one (1) complete hard copy for each proposal submitted.
5. All alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Each person signing the proposal must initial the corrections in ink.
6. Dakota County reserves the right to accept or reject any or all proposals, to waive any defects or to advertise for new proposals where the acceptance, rejections, waiving or advertising of such would be in the best interests of Dakota County.
7. Proposals received prior to the due date and time will be kept secured and unopened. No proposal received after the due date and time will be considered and will be returned to the proposer unopened.
8. There will not be a public opening of the proposals.
9. Dakota County will not physically release or return to the proposer any proposal for purpose of modification, withdrawal, or any other purpose.
10. Dakota County may make such investigations as it deems necessary to determine the ability of the proposer to furnish the equipment and services outlined herein, and the proposer shall furnish to Dakota County all such information and data for this purpose as Dakota County may request. Dakota County reserves the right to reject any proposal if the evidence submitted by, or investigation, of such proposer fails to satisfy Dakota County that such proposer is properly qualified to carry out the obligations of the contract.

B. IN GENERAL

1. MANDATORY PRE-PROPOSAL MEETING AND QUESTIONS

A mandatory pre-proposal meeting and walk through for the North Region will be conducted on September 11th, 2025 starting at 1:30 PM at the Dakota County Northern Service Center, 1 Mendota Road, West St. Paul, MN 55118 (Conference room 1C). Prospective proposers are strongly encouraged to review this complete document prior to the meeting. It is the proposer's responsibility to bring all questions and requests for clarification concerning discrepancies, ambiguities or omissions in the scope of services to this meeting.

Any questions after the Pre-Proposal meeting in regard to submission of a proposal are to be directed to:

Jerry Berge
Facilities Management Department – Facilities Management
Jerry.berge@co.dakota.mn.us
651-438-4919

All questions will be answered in writing, with a copy of the question and the answer submitted to all attendees after the Mandatory Pre-Proposal meeting. No questions will be accepted after the close of the business day September 17th, 2025. If questions arise that requires a change to this RFP, all proposers will be notified of such Addendum and the proposer's response to the RFP must reflect such change. All questions will be answered and Addendum posted on web-site by September 19th 2025.

2. PROPOSAL COSTS.

Dakota County is not responsible for any costs incurred by the proposer to prepare or submit a proposal, participate in proposer demonstrations or for any other cost to the proposer associated with responding to the RFP.

3. OWNERSHIP OF PROPOSALS.

All proposals timely submitted become the property of Dakota County upon submission, and the proposals will not be returned to the proposers. By submitting a proposal, the proposer agrees that Dakota County may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public data. The proposer consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

4. 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, see SECTION J. 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

C. EVALUATION CRITERIA:

1. Staffing levels and total number of work hours per facility per day. Dakota County will be randomly checking to assure proposed hours are being met. Each staff member will be required to swipe their ID badge at a card reader at the start and end of each shift. The numbers you provide for staff and working hours will be expected every day the facility is open. No exceptions. This criterion is weighted at 30%.
2. Description of work plan for accomplishing the tasks listed in Exhibit A AND PARAGRAPH III Housekeeping Scope of Services, including personal training on housekeeping procedures and methodologies, and cleaning/service frequencies. Worksheet Exhibit "A" must be completely filled out and returned with your proposal. This criterion is weighted at 40%.
3. Description of proposer's standard supplies, products, and chemicals, equipment types and models. This criterion is weighted 10%.
4. Experience and qualifications of direct service and supervisory personnel assigned to this project. This criterion will be weighted 10%.
5. Reference from three current or past customers, knowledgeable of proposer's ability to fulfill the terms of the contract. Provisions of these references constitute consent to the County's contracting the person as business reference. This criterion would be weighted 10%.

D. PROPOSAL EVALUATION

The Evaluation Panel will consist of staff and supervisors responsible for monitoring and directing the cleaning of the listed facilities. The evaluation panel will evaluate the written Proposal Submittals and score the proposals using the above criteria. If necessary, the Evaluation Panel may conduct interviews with top scoring firms.

- E. COUNTY ON-SITE REPRESENTATIVES.** The county's designated on-site representative is:
Bart Pritchett or his designee
Dakota County Facilities Management
(952)- 891-7234

- F. PROPOSAL GUARANTEE:** By submitting a Proposal to provide Housekeeping Services to Dakota County, Proposers agree to guarantee their Proposal for 120 days from the date the proposals are due.

G. CONTRACT TERMS AND EXTENSIONS

Term: The initial term of the contract will be from January 1, 2026 to and including December 31, 2026.

1. INITIAL TERM AND OPTION TO EXTEND TERMS

- 1.1. This Contract is effective and enforceable on the date the last party executes this Contract and expires on December 31, 2026, unless extended as set forth below.
- 1.2. This Contract may be extended, upon written agreement of the County and Contractor for up to two additional 12-month terms, subject to the County's determination that the Contractor has satisfactorily performed the services and the respective contract maximums are included in the approved respective annual County budget.

The First Extension Term shall be from January 1, 2027 through December 31, 2027 and the contract will be increased by approximately 2% for each building.

The Second Extension Term shall be from January 1, 2028 through December 31, 2028 and the contract will be increased by approximately 2% for each building.

By submitting a proposal, the proposer understands and agrees to the provisions contained in the attached General Conditions (Attachment C). Any requested changes to the provisions of the General Conditions must be in writing and attached to Proposer's response to the RFP.

- H. PROPOSAL FORM: The Proposal Form must be filled out completely.
- I. NON-COLLUSION STATEMENT: The Non-Collusion Statement must be filled out completely.
- J. TRADE SECRET INFORMATION FORM: The Trade Secret Information Form must be filled out completely.

H. PROPOSAL FORM

(1 of 3)

Proposal Form For: Housekeeping Services – North Area Buildings

Proposal of: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Name of contractor's representative: _____

HOUSEKEEPING SERVICES:

This is a proposal to furnish housekeeping services and products in accordance with the Request For Proposal and proposer's response to the same. The Scope of Services includes one spring interior and exterior window washing for all buildings, and one spring complete carpet shampooing for all buildings. These additional required services along with the supplies, products, and equipment are to be calculated separately from the daily staffing, and hours worked. These activities will be scheduled in advance with area supervisors.

CONTRACT AMOUNT for 2026

All buildings are tax exempt, under current Minnesota State Statutes

Wescott Library	\$ 6,485.00 per Month
Inver Glen Library	\$ 2,280.00 per Month
Wentworth Library	\$ 3,720.00 per Month
South St. Paul Library	\$ 2,080.00 per Month
Smart Center	\$ 2,105.00 per Month
Historical Museum	\$ 1,495.00 per Month
Lebanon Hills Visitor Center and Rental Pod	\$ 675.00 per Month
Lebanon Hills Maintenance Facility/Head House	\$ 650.00 per Month

Initial Contract Amount \$233,880.00 including all applicable sales and use taxes.

To be paid in Twelve (12) equal monthly payments of \$ 19,490.00

The above contract amount represents the entire cost to perform the services and provide the products as outlined in the Request for Proposal for Housekeeping Services and proposer's response to the same. The above contract amount includes all fees, permits, taxes and any other costs associated with performing the services.

CONTRACT TERM:

2. INITIAL TERM AND OPTION TO EXTEND TERM

- 2.1. This Contract is effective and enforceable on the date the last party executes this Contract and expires on December 31, 2026, unless extended as set forth below.
- 2.2. This Contract may be extended, upon written agreement of the County and Contractor for up to two additional 12-month term, subject to the County's determination that the Contractor has satisfactorily performed the services and the respective contract maximums are included in the approved respective annual County budget.

The First Extension Term shall be from January 1, 2027 through December 31, 2027 and the contract will be increased by approximately 2% for each building.

The Second Extension Term shall be from January 1, 2028 through December 31, 2028 and the contract will be increased by approximately 2% for each building.

- 2.3. Such extension(s) shall be under the same provisions stated in this Contract, with no option to negotiate or renegotiate any new or existing provisions. An extension merely continues the original Contract.
- 2.4. Before the commencement of any extension term, Contractor shall submit a certificate(s) of insurance to the County that demonstrate coverage as set forth in Attachment A. Contractor shall ensure that these certificates remain valid and enforceable during the entire extension term.
- 2.5. Written notice of intent to extend shall be given by Contractor at least 60 calendar days prior to the end of the Initial Term or First Extension Term, but no more than 90 calendar days before the end of the Initial Term or First Extension Term.
- 2.6. Upon receipt of notice of intent to extend, and contingent upon satisfactory performance of the services and the respective contract maximums being included in the approved respective annual County budget, the County may send Contractor a letter confirming the extension, based upon the terms in Section 1.2 and the contract maximums in Section 3.1. The County's letter shall be sufficient to extend the term of the Contract, and no amendment to the Contract is necessary.

3. PAYMENT

- 3.1. Total Cost. For the Initial Term, the County shall pay Contractor an amount not to exceed Two Hundred Thirty-Three Thousand Eight Hundred Eighty Dollars and Zero Cents (\$233,880.00) (Contract Maximum). If the County chooses to extend this Contract for one more term, then the Contract Maximum for each term shall be as follows:

For the First Extension Term of January 1, 2027 through December 31, 2027, the total amount to be paid by the County pursuant to this Contract shall not exceed Two Hundred Thirty-Eight Thousand Five Hundred Fifty-Eight Dollars and Zero Cents (\$238,558.00).

For the Second Extension Term of January 1, 2028 through December 31, 2028, the total amount to be paid by the County pursuant to this Contract shall not exceed Two Hundred Forty-Three Thousand Three Hundred Twenty-Nine Dollars and Zero Cents (\$243,329.00).

- 3.2. The contract maximums during the Initial Term and any extension term are not subject to any express or implied condition precedent. The County is not required to pay for or purchase any minimum amount of any services. In the event this Contract is terminated before the expiration of the Initial Term or any extension term, the County shall pay Contractor only for services provided in a satisfactory manner.

ADDITIONAL NON-REQUIRED SERVICES

- a. One additional complete interior window washing \$ _____
- b. One additional complete exterior window washing \$ _____
- c. Additional Carpet Shampooing \$ _____ /square foot.

If the successful proposer does not sign a contract with Dakota County within ten (10) working days after the award of the contract, the County may award the contract to another proposer.

By signing this proposal, the proposer understands and agrees to the provisions contained in the County's General Conditions attached to the RFP (Attachment C). Any requested changes to provisions of the General Conditions must be in writing and attached to this proposal.

Please Print Clearly

Name and Title of Authorized Agent

Legal Name of Company

Incorporated in the state of

Address

Corporation, partnership or sole proprietorship

City, State ZIP

Signature of an active officer of the firm

Date

I. Non-Collusion and Conflict of Interest Statement

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ email: _____

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

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

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

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

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

Authorized Signature

Title

Date

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

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

V.7 Revised: MMH (06-19)

J. 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:

- 0 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.
- 0 My bid/proposal does contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process; AND
 - (b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND
 - (c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible AND I am attaching an explanation justifying the trade secret designation.
- Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

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

Authorized Signature _____ Title _____ Date _____

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

Revised: 6/28/2018

Language to be inserted in ALL SOLICITATIONS
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, see Attachment or Exhibit _____. 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.

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

A. FACILITY INFORMATION

<u>Wescott Library</u> 1340 Wescott Road Eagan, MN 55123	HOURS: Monday-Thursday: 9:00 a.m.-8:00 p.m. Friday and Saturday: 9:00a.m. – 5:00p.m. Sunday: 1:00p.m. – 5:00p.m Closed Holidays	43,335 sq ft Approximate
<u>Inver Glen Library,</u> 8098 Blaine Ave. Inver Grove Heights, MN 55077	HOURS: Monday-Thursday: 9:00 a.m.-8:00 p.m. Friday and Saturday: 9:00a.m. – 5:00p.m. Sunday: 1:00p.m. – 5:00p.m Closed Holidays	13,165 sq ft Approximate
<u>Wentworth Library</u> 199 East Wentworth Ave. West St. Paul, MN 55118	HOURS: Monday-Thursday: 9:00 a.m.-8:00 p.m. Friday and Saturday: 9:00a.m. – 5:00p.m. Sunday: 1:00p.m. – 5:00p.m Closed Holidays	24,873 sq ft Approximate
<u>South St. Paul Library</u> 131 7 th Ave. North South St. Paul, MN 55075	HOURS: Monday-Thursday: 9:00 a.m.-8:00 p.m. Friday and Saturday: 9:00a.m. – 5:00p.m. Sunday: 1:00p.m. – 5:00p.m Closed Holidays	13,900 sq ft Approximate
<u>Smart Center</u> 9260 Courthouse Blvd. Inver Grove Heights, MN 55077	HOURS: Monday-Friday 8:00a.m. – 5:00p.m. Closed Holidays	18,010 sq ft Approximate
<u>Historical Museum</u> 130 3 rd Ave. North South St. Paul, MN 55075	HOURS: Wednesday and Friday: 9:00 a.m. - 5:00 p.m. Thursday: 9:00 a.m. - 8:00 p.m. Saturday: 10:00 a.m. - 3:00 p.m. Closed Sunday, Monday, Tuesday, and Holidays	12,724 sq ft Approximate
<u>Lebanon Hills Visitor Center and Rental Pod</u> 860 Cliff Road Eagan, MN 55123	HOURS: Summer (Memorial Day-Labor Day) 9am-8pm Winter (Labor Day-Memorial Day) 9am-5pm Closed Thanksgiving, and Christmas Day	4,535 sq ft Approximate
<u>Lebanon Hills Maintenance Facility And Head House</u> 870 Cliff Road Eagan, MN 55123	HOURS: Monday-Friday 7:00a.m. – 4:30p.m. Closed Holidays	5,165 sq ft Approximate

Housekeeping services for facilities excluding libraries should not commence until after normal business hours. All housekeeping services for these facilities must be completed and all housekeeping staff vacated from the buildings by 11:45 P.M. Monday through Friday, and 10:00 P.M. on weekends and holidays. Failure to comply could result in the housekeeping contractor being back charged for charges imposed by our security contractor for false alarms.

Housekeeping services for all libraries shall commence after 5:00 A.M. and be completed by 9:00 A.M. Daily seven days a week.

The sq. ft. of space shown for each building is the total cleaned sq. ft. The firms submitting proposals are responsible to review the individual floor plans and the Request for Proposal documents to understand what areas of the buildings are to be excluded from their area of responsibility to clean. Areas not cleaned: Mechanical, Electrical, Data and Telephone Rooms.

B. HOLIDAYS

Cleaning services are not required on Holidays. All holidays falling on Saturday will be observed on Friday and those falling on Sunday will be observed on Monday.

Dates

January 1
Third Monday in January
Third Monday in February
April 9th
Last Monday in May
June 19th
July 4th
First Monday in September
November 11th
Fourth Thursday in November
Fourth Friday in November (Libraries open)
December 24 (Libraries closed)
December 25
December 31(Libraries close at 4:30 p.m.)

Holidays Celebrated

New Year's Day
Martin Luther King, Jr. Day
President's Day
Easter Sunday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Year's Eve Day

III. HOUSEKEEPING SCOPE OF SERVICES

The Scope of Services is intended to be Performance Based and is generally described in the Procedure and Frequency form (Exhibit A). The minimum housekeeping services expectations of the County are listed on this form and are not meant to identify every detail of the housekeeping services to be provided. The County expects the Contractor to use environmentally-preferable products, equipment, supplies and procedures that reduce levels of chemical, biological and particulate contaminants that can compromise air quality, building systems, public health, and the environment. Information and County requirements in regard to various areas of responsibility in completing the housekeeping services are as follows:

A. PERSONNEL

1. All contractor personnel working in County buildings will be eighteen (18) years or older. All personnel are required to wear Dakota County photo ID badges and are expected to act professionally and responsibly at all times. Friends, relatives and children are not to be brought to the premises. A current list of all housekeeping personnel must be provided to the regional supervisor. All personnel changes must be reported to the regional supervisor immediately.
2. All housekeeping personnel must submit to a fingerprint-based national record background check in order to have appropriate access to Dakota County government buildings.
3. Keys: Dakota County will issue keys for cleaning personnel. It is the responsibility of the contractor to keep the keys with them and secure at all times. The contractor will be charged for lost keys and related expenses. Upon completion of the contract all keys must be returned to Dakota County.
4. Training: It is a requirement that the Housekeeping Contractor's personnel will be trained in housekeeping and the County's waste management system, use of Safety Data Sheet documents and "Employee Right to Know" (OSHA), as well as County contract obligations prior to starting work in any County building.

The Contractor's Supervisory Personnel are responsible to attend a minimum of one (1) training conducted by the County prior to the contract start date, and annually thereafter, on the County's waste management collection system (i.e., trash, recycling and organics recycling), including any changes in material acceptance.

The Contractor must train all personnel on the County's waste management system prior to working in any County building and annually thereafter. The County will provide training materials on the County's waste management system that the Contractor shall use during training.

The Contractor must submit training information to the County Liaison on an annual basis, but no later than January 15 of the preceding year, that includes:

- a. Date of each training session;
 - b. Personnel trained;
 - c. Person and title of the person(s) that performed the training;
 - d. Training method used;
Training purpose (e.g., annual waste management system education, new personnel, annual Supervisor Personnel training, etc.); and
 - e. Topic(s) covered
5. Supervisory Personnel: Submit resumes detailing the proposed supervisor's work experience. Each building will have an "on-site" designated lead person and each Region will have an "on-site" designated supervisor.
6. Uniforms: Wear approved uniforms at all times.

B. FACILITY SECURITY REQUIREMENTS

The Housekeeping Contractor agrees to take any reasonable precautions necessary to maintain security of the building and information found throughout the building. This is meant as a guideline only and may not include every possible situation that may be security related.

1. Exterior Doors and Windows: Close exterior doors and windows that are found open. If exterior doors fail to lock at normal times report them to the Dakota County on-call maintenance person at 651-438-4388. When leaving the facility make sure the door closes and locks.
2. Interior Doors: Doors that are normally locked should remain locked and doors that are normally unlocked should remain unlocked.
3. Unusual circumstances: Report unusual circumstances to the Dakota County on-call maintenance person at 651-438-4388. For all fire, health, or safety concerns call 911.
4. Refusing access: "Friendly Challenge" training will be provided by Dakota County if requested by the housekeeping contractor. Friends, guests, and children of the housekeeping staff are not allowed in the buildings without prior written approval by the county.
5. Building Security: The Housekeeping staffs are responsible for making sure the doors are locked when they leave.
6. Accountability: All cleaning personnel will be issued a Dakota County photo ID badge and each housekeeping staff must use this badge at the building entrance card reader at the start of their working shift and also at the end of their working shift. Dakota County will periodically run card activity reports to ensure that the proposed contractor hours and personnel are met.

C. COUNTY SECURITY REQUIREMENTS

County Facilities have controlled card and key access. Identification/access badges are required and will be provided in addition to any required keys to individuals who have completed the background check process.

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

Obligations of the Contractor

A. Security. The contractor shall take all reasonable precautions to maintain security and confidentiality of information found throughout County Facilities and to ensure that individuals who may pose a security risk do not gain access to County Facilities.

B. Background Investigation. Prior to being given keys or an identification badge, each contractor working in County Facilities will be processed through a state of residency and national fingerprint-based background check. Below are outlined the acceptable options for completing this background check.

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

For contractors needing an access badge who will not be working in CJI areas, provide the below information to the County Project Manager to process the Contractor through the County's background check process with the Minnesota Bureau of Criminal Apprehension (BCA). The contractor shall use forms approved by the County for the release of criminal history, documentation for each contractor to be processed is required. Contact the County Project Manager for approved forms and process details. If the contractor is not working in a CJI area but is already part of the MN BCA Vendor Screening program, they may follow the same steps as though they are working in a CJI area to receive a badge.

- a. A release of information to the County of criminal history for each contractor employee.
- b. A valid fingerprint card, taken expressly for the purpose of this background check. Contact the County Project Manager for times and locations to receive a fingerprint card from the County or work through a local police or law enforcement department.
- c. Background Check process takes 3-5 weeks from submission of documentation for completion.

C. Identification Badge. Each contractor is required to possess on their person a valid County issued identification badge for that Contractor to work within County Facilities. Identification badge shall be issued upon successful completion of the background check process. Identification badge will include a color photograph of the Contractor and the signed Tennessee. Contractors may submit their own photos of their employees if it meets the following requirements:

- Clear Photo starting from the collarbone to above the head with a professional appearance.
- Solid Background
- The full face should be visible without obstructions or shadows in the photo.

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

1. **Hastings:** Facilities Management Office located in the County Administration Center, 1590 Hwy. 55 Hastings MN 55033.

D. Eligibility. A contractor employee is **NOT** eligible for a County identification badge if the contractor employee's background check shows the following criminal history.

1. Any Felony conviction.
2. Gross Misdemeanor conviction within the last seven years.
3. Misdemeanor conviction within the last four years involving any of the below:
 - i. Alcohol or Drug abuse/possession
 - ii. Insufficient funds and check fraud.
 - iii. Violence

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

Security Requirements R11-27-2018

D. ENERGY CONSERVATION MEASURES

The Housekeeping Contractor is required to turn off light switches when the cleaning of an area is completed, to promote energy savings. The Contractor, when possible, should use lower lighting levels when cleaning. Emergency lights should remain on when other lights are turned off, and if they do not remain on, the Contractor should notify the County's designated representative. The Contractor should turn off small desk side heaters if found to be turned on after business hours. Locations of left on heaters will then be reported to Facilities Management Regional Supervisors.

E. WASTE MANAGEMENT: TRASH, RECYCLING, AND ORGANICS

The County is responsible to:

- 1) Provide: trash and recycling (single stream) containers located outside near building entrances and inside buildings for use by employees and visitors. The County will provide a sufficient number of containers to ensure each trash container has a recycling container within 10 feet.
- 2) Provide organics (food scraps, paper towels/napkins) containers located in all County restrooms, employee breakrooms, and some key meeting rooms.
- 3) Provide labels on each container, including:
 - a. Recycling: Blue colored, with images of accepted materials
 - b. Organics: Green colored, with images of accepted materials
 - c. Trash: Gray colored
- 4) Provide education to County employees, visitors and the housekeeping contractor supervisors at least annually on materials accepted in the County's waste management system.
- 5) Provide standardized waste education messages that the Contractor is required to provide to each of their housekeeping staff as described in Section III, Part A.4.
- 6) Identify materials accepted in the County's waste management system including, but not limited to:
 - a. Recyclables: paper, cardboard, cartons, glass bottles and jars, plastic bottles, containers and jugs, and metal cans
 - b. Organics: food and plant waste, non-recyclable paper (paper towels, napkins, tissues), BPI Certified compostable bags, BPI Certified compostable service ware.
 - c. Trash: remaining waste after reduce, reuse, recycling and organics diversion practices have been applied

The Contractor is responsible to:

- 1) Train all personnel on the County's waste management system prior to working in any County building and annually thereafter as outlined in Section III, Part A4.
- 2) Recycle right: Housekeeping staff that create waste during their shift must place their recyclables, organics and trash in the right container, in accordance with the County's waste management system material acceptance listed above.
- 3) Check, collect, transport and maintain separation of trash, recyclables and organics material until final deposition in the separately-designated (trash, recycling or organics) exterior dumpsters or carts in loading dock/enclosure areas.
 - a. Check all trash and recycling containers each night. These containers must be emptied into the exterior designated dumpsters or carts in the loading dock/enclosure areas on Tuesdays and Fridays and also on days when the container reaches half full to ensure capacity.
 - b. Check all organics containers, including bathrooms, each night. Organics containers must be emptied on Tuesdays and Fridays and also on days when the container reaches half full to ensure user capacity, minimize odors and insect/rodent issues.
 - c. Ensure no plastic bags are deposited in exterior recycling dumpsters or carts. Plastic bags cannot be put in the hauler-supplied exterior recycling dumpster or carts that are located in loading/enclosure areas. If recyclables are collected in plastic bags from common areas (internal areas and exterior containers near building entrances), the contractor must:
 - i. Open/untie bagged recyclables, and
 - ii. Dump the recyclables loosely out of the plastic bag into the recycling dumpster or cart, and
 - iii. Place empty plastic bag in the trash dumpster. Or if bags are in good condition, they can be reused.
 - d. NOTE: desk side trash and recycling receptacles will be emptied by County employees into centrally located containers.
- 4) Return indoor containers back to their right place, including:
 - a. Put containers in their right place (i.e., in original location, each trash and recycle container are within 10 feet).
 - b. Put the right lids back on the containers (e.g., recycle lids back on recycling containers, trash lids back on trash containers).
 - c. Ensure trash, recycling and organics labels on containers are visible and legible for users (i.e., labels facing forward).
- 5) Regularly clean all containers and lids in all common areas (e.g., break rooms, bathrooms, meeting rooms, lobbies). Containers and lids must be clean and free from dirt, dust and stains. See Section III, Part I.
- 6) Provide and insert all necessary trash, recycling and organics bags as outlined in Section III, G, 6.
 - a. Notify the County liaison of problems: The housekeeping supervisor shall communicate problems with the waste management system to the County liaison immediately, including when containers are:
 - i. Missing labels, or labels are damaged (e.g., peeling) or not legible (e.g., faded)
 - ii. Missing or damaged lids
 - iii. Have damage (e.g., broken pieces)
 - iv. Not sufficient number available to be paired (i.e., trash and recycling must be within 10 feet of each other)
 - v. Constantly overflowing (e.g., too small for the area)

F. CONFIDENTIAL DOCUMENT (PAPER) BINS

County supplied locked bins are located throughout the building for disposal of confidential materials by employees. The housekeeping contractor's staff will move bins to the designated basement location when full, and replace with an empty locked bin from the basement location. The Housekeeping contractor's staff will not unlock, remove, or tamper with these bins.

G. SUPPLIES AND PRODUCTS

The Housekeeping Contractor will furnish all supplies and products required to provide the proposed housekeeping services. Supplies and products will be stocked in such a way as to provide a continuous supply.

General purpose cleaners, bathroom cleaners, glass cleaners, carpet care products, hand soaps and floor care products must be certified by Green Seal or EcoLogo or be recognized under the US Environmental Protection Agency's (EPA) Safer Choice Label Program.

1. Paper Towels: Multifold towels - 9-1/2 x 9-1/8", Roll towels - natural Tork SCA290088 equivalent. All paper towels must meet the following criteria;

- a. Contain no antimicrobial ingredients, and
- b. Be:

- [Certified by Green Seal under GS-01 \(2019\), Sanitary Paper Products, or](#)
- [Certified by UL/EcoLogo under UL 175 \(2013\), Standard for Sustainability for Sanitary Paper Products](#) , or
- Have verification of 100% recycled content with minimum 20% postconsumer content.

Cloth type roll towels for existing dispensers will be furnished by the County and are to be replaced daily by the housekeeping contractor.

2. Toilet Tissue: Two-ply 4.5 x 3.75 inches per sheet, 500 sheets per roll. All toilet tissues must meet the following criteria:

- a. Contain NO antimicrobial ingredients, and
- b. Be:

- [Certified by Green Seal under GS-01 \(2019\), Sanitary Paper Product, or](#)
- [Certified by UL/EcoLogo under UL 175 \(2013\), Standard for Sustainability for Sanitary Paper Products](#) , or
- Have verification of 100% recycled content with minimum 20% postconsumer content

3. Foaming Hand Soap: Provide Hypo-Allergenic Foaming hand soap for existing wall-mounted dispensers that is fragrance free and contain no antimicrobial ingredients. Changing of hand soap and or dispensers must be pre-approved by the County's Liaison and the total cost will be the responsibility of the housekeeping contractor.

4. Feminine Hygiene Dispensing Products: All feminine hygiene products (e.g., tampons, maxipads) must meet the following criteria:

- Contain no antimicrobial ingredients **AND**
- Unbleached, or bleached with totally chlorine free processes (Note: elemental chlorine free, or ECF, does not qualify because it uses chlorine derivatives)

The prices on the existing machines are to be mutually agreed to by the County and Contractor. The proceeds from the machines are collected regularly and kept by the housekeeping contractor. The County assumes no responsibility for loss or theft of any proceeds.

5. Container Liners (Bags):

- 1) Plastic Bags (Trash Collection). The Contractor must provide and insert plastic bags in all centrally located trash containers at County facilities. Trash bags shall be approved by the County prior to use. All trash bags must contain a minimum of 25% recycled content and 10% post-consumer recycled content per [US EPA's Comprehensive Procurement Guidelines](#), although bags that are higher post-consumer recycled content are preferred by the County. Bags must be of adequate density and thickness to avoid breaking or leaking.
 - 2) Plastic Bags (Recycling Collection). The contractor **may provide** and insert plastic bags in all centrally located recycling containers at County facilities. Recycling bags shall be approved by the County prior to use. All recycling bags must contain a minimum of 25% recycled content and 10% post-consumer recycled content per US EPA's Comprehensive Procurement Guidelines, although bags that are higher post-consumer recycled content are preferred by the County. Recycling bags must be clear (i.e., see through or transparent).
 - 3) BPI Certified Compostable Bags (Organics Collection): The Contractor must provide and insert compostable bags certified by the Biodegradable Products Institute (BPI) in all organics collection containers, including in employee breakrooms, lobbies, employee/public bathrooms, and some meeting rooms. Bags shall be approved by the County prior to use.
6. Deodorants: Are not to be used unless approved in writing by Dakota County.
7. Cleaning products and chemicals: A disinfectant cleaning agent is to be used in all County restrooms. Use safe, non-toxic and environmentally friendly cleaning products that are certified by Green Seal or EcoLogo or recognized under the US Environmental Protection Agency's (EPA) Safer Choice Label Program. The housekeeping contractor is responsible for damages to County facilities caused by cleaning and chemical misuse. Chemicals are to be used and stored in accordance with all codes, regulations and manufacturer's use and disposal instructions. Chemical containers and bottles used by contractor must be properly labeled with exact product name and the products hazard per GHS - OSHA. The County must approve all cleaning products and chemicals prior to use in the service.
8. SDS: The Housekeeping Contractor will comply with the laws governing employee right-to-know. All chemical dispensers/applicators will be clearly marked showing exact product name and the products hazard per GHS - OSHA. Contractor provides a list of chemicals and SDS (Safety Data Sheets) at each site in an approved binder properly labeled "Safety Data Sheets", available for reference by employees and county.
9. Submittal: The Contractor must submit a complete list of all cleaning products and chemicals and Contractor-supplied products (e.g., paper towels, toilet paper, trash and recycling bags, etc.) for each County building upon any planned changes in product or chemical and prior to use for each facility to determine compliance with County requirements, and annually thereafter by January 15 of each year.

The list of products shall include, but not be limited to:

- a. proposed cleaning product use
- b. relevant certification or information on how it complies with County requirements, and
- c. name of manufacturer and their intended applications.

H. EQUIPMENT

The Housekeeping Contractor will furnish all equipment required to provide the proposed housekeeping services. Industrial or commercial type equipment is required. Equipment is to be maintained and operated in such a manner as to not cause damage to county facilities.

1. Vacuum Equipment: Vacuum cleaners must have a HEPA or Bio-Filter and a disposable bag. Vacuum bags should be emptied on a weekly basis or more often if necessary.
2. Other Equipment: Reusable cleaning clothes and microfiber technology are preferred.
3. Equipment Safety: Store, operate and maintain cleaning equipment in such a manner as to not cause harm to the operators or damage to county facilities. If incidental damage does occur report it to Dakota County.
4. Equipment Submittal: Submit a complete list of equipment to be used at each facility.

I. CLEANING STANDARDS

The Housekeeping Contractor will provide Professional Detail cleaning. The following standards definitions are established. The contractor will clearly post a copy of the cleaning standards on the inside of each custodial closet. (Daily-Weekly-Monthly-Bi-yearly and yearly schedule.). A copy will be given to the Facilities Management Department.

Contractor is responsible for regularly checking all trash, recycling and organics containers as outlined in (Section III, Part E) All centrally located trash, recycling, and organics recycling containers and their lids must always be clean and free from dirt, dust, and stains.

Collection of Trash, Recycling and Organic Recycling-

Desk side trash and recycling receptacles will be emptied by employees into centrally located containers. The contractor is responsible for emptying all other trash, recycling and organics recycling containers in the building (in employee common areas, visitor areas and exterior areas) as outlined in section III, Part E and placing the source-separated collected materials in the appropriate waste hauler supplied dumpster or cart provided on the exterior of the building.

Organics recycling containers must be checked each night. Organics containers must be emptied on Tuesdays and Fridays and also on days when the container reaches half full to minimize odors and insect/rodent issues.

All centrally located trash, recycling, and organics recycling containers and their lids must always be clean and free from dirt, dust, and stains.

Dust and dirt - the presence of dust and dirt or other material on or about interior surfaces to the degree that it is noticeable and will mark/soil clothing or skin is considered not clean or unacceptable.

Stains and/or marks - the presence of stains and marks to the degree that it is noticeable and alters the appearance of interior surfaces or items or furnishing is considered not clean or unacceptable.

Litter and/or refuse - the presence of litter on top of, underneath, below, behind, around or about interior surfaces or items or furnishing is considered not clean and or unacceptable.

Sanitation - the condition of sanitation or cleanliness that will eliminate all odors and public health hazard is clean and acceptable. Deodorants are not to be used unless approved in writing by Dakota County.

J. HOUSEKEEPING SERVICES

1. Repair Items and Vandalism: Any windows, equipment, fixtures, furnishings or other part of the facility showing signs of recent damage or in need of immediate repair or replacement, whether resulting from vandalism or accidental damage by the Contractor or others, must be

reported immediately to the Dakota County Building Maintenance Supervisor by hand written note, or by email.

2. Lost and Found: Any items or articles of apparent value found in the facility or surrounding vicinity shall be turned in to library, or building staff. An item considered to be of notable value should be reported to the Facilities Management Office at 651-438-4388 as soon as possible.
3. Restroom and Locker Room Occupancy: Housekeeping personnel will take all measures necessary to avoid entering an occupied restroom or locker room. This shall include announcing, and requesting entrance to restroom even though personnel believe the area to be unoccupied. Provide freestanding signage to inform users that the area is being cleaned.
4. Inspections: Tour the buildings within the Region with the county Building Maintenance Supervisor (or designee) as requested.
5. Record destruction: Any boxes, packages or materials found in County buildings labeled confidential or for destruction will be handled by County personnel. The Service Provider staff will not handle, move, or dispose of or in any way tamper with these items unless specifically directed by the County.
6. Communication: Dakota County will use phone and/or emails for communication between county personnel and housekeeping staff.
7. Staffing, Procedure and Frequency Submittal Worksheet (Exhibit A): The Housekeeping Contractor will provide the details, and services as outlined on this form. Dakota County plans to use the form below as a tool to evaluate the proposals.

K. PANDEMIC FLU OUTBREAK PLAN

Provide a written plan in the Proposal section that identifies the Housekeeping Contractor's plans, procedures and equipment to continue operations if there is a major and/or catastrophic pandemic influenza outbreak.

Exhibit A.

1. STAFFING FOR EACH FACILITY:

List the number of staff, and daily work hours for each building. Dakota County will be randomly checking to assure proposed hours are being met. Each staff member will be required to swipe their ID badge at a card reader at the start and end of each shift. Dakota County requires one person on site for each shift for quality control.

2. PROCEDURE AND FREQUENCY FORM (proposer to add additional sheets as needed):

The Proposer must entirely complete the following worksheet and return with their proposal.

Please provide details of the procedures used to complete the various tasks, and whether the tasks are to be done daily, weekly, monthly, semi annually, annually, or other. For other please be specific. For the Smart Center “daily” is meant to mean “weekdays”. For all Libraries “daily” is meant to be seven (7) days a week. For the Historical Museum “daily is meant four (4) days a week Wednesday-Saturday.

Carpet Vacuuming:

Main high traffic areas:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Office and cubicle area halls:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Inside Office and cubicle spaces:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Entry Vestibule Carpet and Floor Mats:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Spotting Carpet for Spills and Stains:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Linoleum Floors: (recommended following manufactures care)

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Marmoleum Floors: (recommended following manufactures care)

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Terrazzo floors: (recommended following manufactures care)

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Vinyl composition tile floors: (recommended following manufactures care)

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Concrete floors:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Ceiling HVAC diffuser and return air grille cleaning:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Conference and meeting room Table and Chair Cleaning:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Counters, Desks, Tables and Chairs:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Judges Bench, and Courtroom Furniture:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Public Health Clinic Exam Rooms- Clean, and sanitize all sinks, counter tops, and door handles. Sweep, and mop floors. Empty all garbage and recycling. These must be done daily.

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Drinking Fountains:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Dusting surfaces including the tops of cubicle walls:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Kitchenette and Sink Areas. Including Microwaves:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Elevators:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Employee and visitor chairs and workstations:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Entrance Vestibules and Glass Doors:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Customer Service Counters and Windows - All customer service window glass is to be spot cleaned nightly and completely cleaned monthly

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Interior Glass - (not including exterior windows)

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Janitor Closets - to be kept neat, orderly, and clean. All food including lunch boxes may not consumed or stored in rooms containing housekeeping products.

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Light Fixtures and Lenses:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Modular Workstation partitions:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Rest Rooms:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Open Stair Railing/Stairwell dusting and Spot Cleaning:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Back Stair Railing/Stairwell dusting and Spot Cleaning:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Trash and Single Sort Recycling Removal:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Organics recycling Removal - All organic containers must be checked nightly. Containers are required to be emptied Tuesdays and Fridays and also on days when they reach ½ full.

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Trash, recycling, and organics container cleaning. Including lids:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Employee Lunchroom/Break room and vending areas:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Exterior trash, and recycling receptacles, ashtrays, and urns:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Spot clean walls:

☐Daily ☐Weekly ☐Monthly ☐Semi Annually ☐Annually ☐ Other Please Explain _____.

Details of Procedures: _____

Daily Staffing, and Work Hours.

The daily staff numbers, and the total daily hours worked that you list below are to be the actual number of staff and the hours they will work each day performing the tasks listed above in Exhibit A. Dakota County will be randomly checking to assure proposed hours are being met. Each staff member will be required to swipe their ID badge at a card reader at the start and end of each shift. Failure to supply proposed staff and/or hours may result in reduced payment or cancellation of contract. The Additional Required Services along with the Supplies, Products, and Equipment are to be calculated separately from the daily staffing, and hours worked.

FACILITY	Total Number of all Daily Staff	Daily Total of all Staff Hours
Wescott Library		
Inver Glen Library		
Wentworth Library		
South St. Paul Library		
Smart Center		
Historical Museum		
Supervisor		
TOTALS		

Additional Required Services:

Building Windows - County requires that one spring window washing, interior and exterior of all windows and doors is included as a part of this contract. No washing can be performed on ladders more than one story in height. Roof access and roof availability must be approved by Facilities Management. All window washing must be approved by Facilities Management at least two weeks prior to scheduling of work.

Carpet Shampooing – All carpets are to be shampooed/extracted a minimum of one time annually

Exhibit B – Contract Amount and Allocation (Wescott Library, Inver Glen Library, Wentworth Library, South St. Paul Library, Smart Center, Historical Museum, Lebanon Hills Visitor Center, and Lebanon Hills Maintenance Shop & Head House)

The initial contract amount for the North Region is **\$233,880.00** The County's allocation of this contract amount is as follows:

Wescott Library	\$ 6,485.00 per Month	43,335 sq. ft. Approximate
Inver Glen Library	\$ 2,280.00 per Month	13,165 sq. ft. Approximate
Wentworth Library	\$ 3,720.00 per Month	24,873 sq. ft. Approximate
South St. Paul Library	\$ 2,080.00 per Month	13,900 sq. ft. Approximate
Smart Center	\$ 2,105.00 per Month	18,010 sq. ft. Approximate
Historical Museum	\$ 1,495.00 per Month	12,742 sq. ft. Approximate
Lebanon Hills Visitor Center and Rental Pod	\$ 675.00 per Month	4,535 sq. ft. Approximate
Lebanon Hills Maintenance Facility and Head House	\$ 650.00 per Month	5,565 sq. ft. Approximate

ATTACHMENT A – INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

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

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

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

☐ 3. Professional Liability

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

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

☒ 4. Automobile Liability.

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

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

☐ 5. Network Security and Privacy Liability.

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

☒ 6. Evidence of Insurance.

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

☒ 7. Insurer: Policies.

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

☒ 8. Release and Waiver.

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

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

Revised: 11/23

ATTACHMENT B - STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

ATTACHMENT C

Dakota County Contract #DCA

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. TERM

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

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the equipment and services, labor, and materials generally described in the Choose an item. and Contractor's [quote/bid/response] (collectively, "Services").
- 2.2. Conformance to Specifications. The Services shall be in accordance with the criteria and specifications set out in Exhibits 1 and 2. Contractor represents and covenants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].
- 2.4. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.5. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.6. Changes in Policy or Staff. Contractor shall provide notice of any staffing changes that may affect its performance under the Contract. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

3. PAYMENT

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

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

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

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

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

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

3.4. Payment for Disputed or Unauthorized Claims or Services.

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

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

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required for the provision of the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within five (5) calendar days of such change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

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

5. INDEPENDENT CONTRACTOR STATUS

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

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

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

6. NOTICES

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

7. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

8. INSURANCE

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

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

9. SUBCONTRACTING

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

10. FORCE MAJEURE

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

11. DEFAULT

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

12. TERMINATION

- 12.1 Termination Without Cause. The County may terminate this Contract without Cause by providing 30 calendar days' Notice of Termination to the Contractor.

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

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

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

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

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

- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with County with any transition of Services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
- E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
- F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. Effect of Termination for Cause or without Cause.

- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform, the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in [Exhibit 3 or Exhibit 1; Attachment] [(Parks) and Section G-18 in Exhibit 1] (Standard Assurances) and the indemnity provisions of section 7.

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

13. CONTRACT RIGHTS/REMEDIES

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

14. AUTHORIZED REPRESENTATIVE

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

To the Contractor:

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

To the County:

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

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

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

15. LIAISON

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

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

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

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

16. OWNERSHIP OF WORK PRODUCT

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

17. AMENDMENTS

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

18. SEVERABILITY

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

19. WARRANTY

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

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

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

20. MERGER

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

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

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

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

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

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

21. CONFIDENTIALITY

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

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

21.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law.

Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.

- 21.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.
- 21.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data is available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 21.6. This section survives expiration or termination of this Contract.

22. ELECTRONIC SIGNATURES

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

23. CONTRACT INTERPRETATION AND CONSTRUCTION

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

24. WAGE WITHHOLDING TAX

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

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

COUNTY OF DAKOTA

CONTRACTOR

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

By: SAMPLE
[Name, Title]
[Department]
Date of Signature: SAMPLE

By: SAMPLE
Signature
SAMPLE
Title

Contract Number: C00

Date of Signature: SAMPLE

APPROVED AS TO FORM:

Assistant Dakota County Attorney/Date
KS-
Dakota County Board Resolution: