

# **REQUEST FOR PROPOSAL**

***For:***

**Mixed Municipal Solid Waste, Recycling and Organics Collection  
Services at Dakota County Facilities North Zone**

**Issued: December 29<sup>th</sup>, 2025**

**PROPOSALS ARE DUE:  
January 14, 2026, 4:30 PM  
AT:**

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

## I. TABLE OF CONTENTS

I.	TABLE OF CONTENTS.....	2
II.	PURPOSE, PROGRAM GOALS, OBJECTIVES, AND INSTRUCTIONS .....	3
A.	PURPOSE .....	3
B.	CURRENT MSW HAULER SERVICES.....	3
C.	RESOURCE MANAGEMENT SERVICES.....	3
D.	PROPOSAL INSTRUCTIONS .....	3
1.	Queries and Primary Contact Person .....	4
2.	RFP Clarifications and Addenda.....	4
3.	Proposer Capabilities.....	4
4.	Proposal Required Contents.....	4
5.	Proposal Submittal .....	5
6.	Proposal Modification or Withdrawal .....	5
7.	Proposal Schedule .....	5
8.	Additional Information, Investigation and Inspection.....	6
9.	Dakota County Rights .....	6
III.	SCOPE OF SERVICES.....	7
A.	GENERAL MANAGEMENT OF SOLID WASTE AND RESOURCE MANAGEMENT SERVICES .....	7
IV.	TERMS AND GENERAL CONDITIONS.....	9
A.	GENERAL REQUIREMENTS.....	9
B.	PROPOSAL EVALUATION.....	11
C.	CONTRACT TERM AND TERMINATION .....	12
	ATTACHMENT A: Description/Map of Service Locations.....	14
	ATTACHMENT B: FINANCIAL PROPOSAL.....	18
	ATTACHMENT C: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT.....	24
	ATTACHMENT D: TRADE SECRET INFORMATION FORM.....	25
	ATTACHMENT E: PROPOSAL SUBMITTAL CHECKLIST.....	27
	ATTACHMENT F: SAMPLE QUARTERLY REPORTING TEMPLATE.....	29
	ATTACHMENT G: STANDARD ASSURANCES.....	30
	ATTACHMENT H: INSURANCE TERMS.....	33
	ATTACHMENT I: SAMPLE CONTRACT.....	36

## **II. PURPOSE, PROGRAM GOALS, OBJECTIVES, AND INSTRUCTIONS**

### **A. PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain mixed municipal solid waste (MSW) hauler (Contractor) services to assist Dakota County (County) in its efforts to efficiently and effectively manage MSW generated at **17** County facilities, Parks, and potential future facilities, for a period of three years. Hauler services include providing for MSW, recycling and organics collection, transportation, and delivery to an approved facility. The selected contractor will provide services within the North Zone of Attachment A – Map from April 1, 2026 – March 31, 2029.

### **B. CURRENT MSW HAULER SERVICES**

See Attachment A for a comprehensive list of the County's current MSW, recycling and organics service levels. It is the Proposers' responsibility to familiarize themselves with the current program and service information in preparing their Proposal.

MSW at County buildings and Parks consists of waste generated by County employees and the public. Single stream recycling is offered at all County buildings and Parks and recyclables are delivered to a Materials Recovery Facility. Most buildings and select park facilities have organics collection. Organics shall be delivered to Specialized Environmental Technology in the City of Empire for composting. MSW generated in County facilities and Parks that is not reused, recycled, or diverted for organics management is delivered to a resource recovery facility serving the Twin Cities Metropolitan Area.

County employees are responsible for getting MSW, recyclables, and organics from their desk/office areas to central locations. Contracted cleaning service crews collect the centralized materials and transfer them to dumpsters, compactors, and/or carts on loading docks or exterior designated areas, including dumpster enclosures. Waste generated at Parks is collected by County employees or cleaning service crews and transferred to exterior designated areas. The Contractor collects, transports, and delivers the waste, recyclables, and organics to the appropriate waste management facility.

Dakota County provides four (4) residential food scraps drop-off locations (service locations and detail in Attachment A). Due to the public nature of residential food scraps drop-off sites, it is critical that these sites are serviced on their scheduled service day. In the event of a truck breakdown, staff shortage or weather, an alternate service plan shall be implemented by the Contractor. Dakota County may choose to grow its residential food scraps drop-off program in the future which would include more drop-off locations.

### **C. RESOURCE MANAGEMENT SERVICES**

Dakota County's Resource Management (RM) program is a collaboration between County staff and the Contractor. It is designed to evaluate data and implement changes to further reduce waste generation and increase waste diversion toward more preferred management practices in accordance with the State of Minnesota's solid waste management Hierarchy (MN Stat. §115A.02).

Contractor support for RM efforts includes providing waste generation data, identifying and providing recommendations for efficient/effective waste diversion improvements (e.g., working with County staff to improve external container sizing and pickup frequency), and implementing service changes for agreed-upon improvements.

### **D. PROPOSAL INSTRUCTIONS**

The following section provides instructions for Proposal preparation and submittal that must be followed if a Proposer is to be considered responsive.

### 1. Queries and Primary Contact Person

All inquiries about this RFP must be made in written form and submitted via email to Jerry Berge, Dakota County Facilities Management at [Jerry.Berge@co.dakota.mn.us](mailto:Jerry.Berge@co.dakota.mn.us). All questions must be received by January 5, 2026, at 4:30 p.m.

Responses to all questions submitted via email will be posted on the Dakota County website by January 7, 2026, by 4:30 p.m. The identity of persons who submit questions will be kept confidential.

### 2. RFP Clarifications and Addenda

Revisions or modifications to this RFP shall be made by written addendum and posted on the Dakota County website. No verbal modification will be binding. The Proposal shall include acknowledgement of all Addenda.

### 3. Proposer Capabilities

The primary Proposer responding to this RFP may not have the capability to undertake all the tasks outlined. Proposers may subcontract with others to provide and manage the full scope of services requested by the County. Detailed information on these collaborations must be submitted as part of the Proposal. The County reserves the right to reject any subcontractor who does not meet the requirements of this RFP.

### 4. Proposal Required Contents

The proposal must address conditions and requirements outlined in the Scope of Services (**Section III**) and Terms and General Conditions (**Section IV**). At a minimum, the proposal must include all of the following components:

- a. **Cover Letter** with general information about your organization and any subcontractor(s), capabilities, and resources. Include the following components:
  - i. Date, name of the organization responding, address, and primary contact person for purposes of the RFP.
  - ii. Key staff that will be assigned to the day-to-day account management.
  - iii. Your company's qualifications for providing MSW hauler services.
  - iv. Acknowledgement that you are capable of managing all MSW, single-stream recycling and organics services as described in the RFP.
  - v. Any additional materials that you are capable of managing.
  - vi. Names and locations of each facility where different materials will be delivered.
  - vii. Any resources that would be available at no additional cost to the County.
  - viii. List at least three multi-facility customers, including one that you provide services to that is comparable to the County's requirements. For each customer named, indicate: 1) number of years as a customer, 2) contact names and numbers, 3) general type of business of customer, and 4) services your company provides and relevant metrics of success.
- b. A **Text Proposal** that describes how the Proposer will meet each of the Scope of Service requirements in Section III, including descriptions of the Proposer's:
  - i. General Management of Solid Waste Services.
  - ii. Resource Management Services.
- c. The following **Attachments**, completed by proposer, must be included with this RFP:
  - 1) Attachment B: Complete Financial Proposal. The Financial Proposal must itemize costs for:
    - i. Table B1: Resource Recovery collection and service
    - ii. Table B2: Land Disposal collection and service
    - iii. Table B3: Single Stream Recycling collection and service
    - iv. Table B4: Organics collection and service
    - v. Table B5: Total Annual Service Costs (Term)

- 2) Completed Non-Collusion and Conflict of Interest Statement (Attachment C).
- 3) Completed Trade Secret Information Form (Attachment D)
- 4) Completed Proposal Submittal Checklist (Attachment E)
- 5) All other information as required by this RFP.
- 6) Other information as may be required by addenda to this RFP.

## 5. Proposal Submittal

Proposals from qualified proposers will be accepted until **4:30 p.m. on January 14, 2026**. Proposals received after this time and date will not be accepted. A complete response to this RFP shall contain one (1) electronic proposal each of the Cover Letter, Text Proposal, Financial Proposal (completed Attachment B and Tables B1 – B5), Non-Collusion and Conflict of Interest Statement (completed Attachment C), Trade Secret Information Form (completed Attachment D), and Proposal Submittal Checklist (completed Attachment E).

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

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. Proposals and all conditions therein shall remain effective for at least ninety (90) days.

The electronic proposal must be submitted to Jerry Berge, Building Maintenance Supervisor, at **jerry.berge@co.dakota.mn.us**.

## 6. Proposal Modification or Withdrawal

Any Proposal may be modified or withdrawn by written request provided such request is emailed to the County’s primary contact and the modified proposal is received by the proposal due date noted above. Each modification or correction to a proposal must be clearly marked by the Proposer. Modifications received after the submittal due date will not be allowed.

## 7. Proposal Schedule

The following timeline will be used for the Proposal submission and selection process. The target date of a new contract is April 1, 2026.

DATE	ACTION
December 29, 2025	Request for Proposal Released
January 5, 2026	Deadline for Submission of Questions on RFP
January 7, 2026	Response to RFP Related Questions and Comments posted on Dakota County’s website.
January 14, 2026	Proposals Due
January 28, 2026	Selection of Contractor
April 1, 2026	Contract Executed and Services Start

## **8. Additional Information, Investigation and Inspection**

The County may request additional information from Proposers to clarify elements of their Proposals. The County will notify Proposers after all Proposals are received on whether an interview is required. The County reserves the right to make independent investigations as to the qualification of each Proposer. Such investigations may include contacting existing customers or conducting site visits to existing operations. The County reserves the right to reject any Proposal if the evidence submitted by, or the investigation of, a Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract.

## **9. Dakota County Rights**

- a. All proposals timely-submitted become the property of Dakota County upon submission, and will not be returned to the Proposers. By submitting a proposal, the Proposer agrees that Dakota County may make copies of 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.
- b. 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. Dakota County reserves the right to negotiate with one or more Contractors responding to this RFP.
- c. Pursuant to Minnesota Government Data Practices Act, Minn. Stat. § 13.591, the names of all entities that submit a timely proposal to Dakota County will be public once the proposals have been opened. All other information contained in the proposals remains private until Dakota County has completed negotiating a contract with the selected Proposer. After a contract has been negotiated, all information in all of the proposals is public, except "trade secret" information as defined at Minn. Stat. § 13.37.
- d. Requests for release of information held by Dakota County are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. Proposers are encouraged to familiarize themselves with these provisions before submitting a proposal.
- e. All information submitted by a proposer eventually will be treated as public information by Dakota County unless the proposer properly requests, and Dakota County agrees, that information be treated as private or confidential. A proposer making such a request must include the name, address and telephone number of the individual authorized by the proposer to answer inquiries by Dakota County concerning the request. Dakota County reserves the right to make the final determination of whether the data identified in such a request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A proposer's failure to request private or confidential treatment of information pursuant to this Section will be deemed by Dakota County as a waiver by the proposer of any private or confidential treatment of information included in the proposal.

### III. SCOPE OF SERVICES

#### A. GENERAL MANAGEMENT OF SOLID WASTE AND RESOURCE MANAGEMENT SERVICES

The Proposer shall include in a **Text Proposal** a description that outlines the approach and methods for providing General Management of Solid Waste Services and Resource Management Services as described below.

##### 1. General Management of Solid Waste Services

The selected contractor must:

- a. Immediately assume and manage all existing trash, recycling, and organics streams at the location and service levels provided in Attachment A with no break in service.
- b. Service and manage all regularly-generated MSW streams at County facilities and Parks including trash, single-stream recyclables, and source-separated organics. This DOES NOT include confidential paper collection and recycling, construction and demolition debris, hazardous waste, or electronics.
- c. Manage all County waste streams in order of preference:
  - 1) waste reduction and reuse,
  - 2) recycling,
  - 3) organics diversion, and
  - 4) resource recovery.
    - i. **MSW not recycled or collected as an organics waste stream shall be delivered to a state-designated resource recovery facility serving the Twin Cities Metropolitan area.** If no capacity exists at a state-designated resource recovery facility, MSW not recycled or collected as an organics waste stream may be disposed in a landfill capable of retrieving methane gas as a fuel for the production of energy. **Proposer must identify the anticipated waste management facilities that will be used for each waste stream.**
    - ii. Source separated organics collected from all County buildings and parks shall be delivered to Specialized Environmental Technologies (SET) – City of Empire location for composting purposes.
- d. Furnish and maintain all containers/dumpsters including periodic washing/swapping of dumpsters as necessary. Contractor shall keep dumpster/container in good repair or replace it at the request of the Primary Contact or its designee.
- e. Dumpsters/containers/vehicle hopper must be leak proof so that contents will not spill onto the ground at the sites or during transportation.
- f. Dumpsters/containers must have covers.
- g. Pickup/clean any spillage and keep the County's premises clean and free of loose waste.
- h. Ensure each trash, recycling, and organics dumpster or cart, supplied by the contractor, has a visible sign or label that:
  - i. Indicate which materials are acceptable in designated containers by using the term "Trash" or "Recycling or Recycle" or "Organics".
  - ii. Shows images of acceptable materials.
  - iii. Is color-coded: blue for recycling, green for organics, and gray or black for trash.
  - iv. Is visible and legible to users.
  - v. Includes preparation instructions where applicable (e.g., empty and dry)
- i. Allow the County to monitor dumpster or cart contents and volumes through visual or electronic audits.
- j. Pick up and deliver each waste stream to the appropriate permitted facility.
- k. Respondents are strongly encouraged to visit collection locations to become familiar with service settings, current materials storage equipment, and access, as visible from the outside of buildings and/or enclosures. See Attachment A for a list of current service locations. It is expected that there will be changes in service level and

additional locations receiving regularly-scheduled service during the course of the Contract. The County reserves the right to change, add, suspend, or cease service at any location during the term of the Contract, for any reason.

- l. Notify the Primary Contact or its designee at least 30 days prior to implementing any significant change related to the collection and management of waste streams;
- m. Notify Primary Contact or its designee within 24 hours of any service interruptions caused by vehicle breakdown or accident, inclement weather, and all other reasons;
- n. Maintain sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement;
- o. Shall retain the name and phone number of each Facility Manager, and any designees. The Contractor's drivers shall have any keys, key cards, or other devices or equipment necessary to access restricted areas or locked dumpster enclosure areas. The County will make best efforts to provide the Contractor with adequate and timely access to service containers in the execution of the Contractor's responsibilities. The County will take all reasonable measures to assure containers are not blocked by vehicles or material that prevent the Contractor from servicing them. If the Contractor discovers access is blocked or otherwise hindered, the Contractor shall immediately contact the Primary Contact or its designee to resolve the issue. The Contractor shall return within one working day to complete service.
- p. **If the Primary Contact or its designee notifies the Contractor that scheduled service was not completed at a County facility as regularly scheduled,** the Contractor must return to the facility location and perform the service required on the same day when the County notifies the Contractor of a missed pick-up before 12:00 p.m. When notified after 12:00 p.m. of a missed pick-up, the Contractor shall return to the facility location within one working day. "Working Day" is Monday through Saturday except for nationally observed holidays on which the Contractor does not conduct commercial account pick-ups.

## 2. Resource Management Services

The selected **Contractor** must:

- a. Monitor service levels and recommend changes to "right-size" service levels to match the need in pursuit of increasing diversion, reducing MSW volumes, and providing the most cost-effective level of service for each facility location. The Contractor will observe the utilization of the capacity of the carts, dumpsters and compactor boxes and provide feedback to the Primary Contact or its designee on consistent under-utilization or overflowing situations. If a location consistently generates volumes above the capacity of the carts or dumpsters provided, or has consistent overflow amounts, the Contractor shall notify the Primary Contact to discuss appropriate service level changes. The Contractor shall provide such notification after the third instance of overflow volumes from a single location.
- b. Gather and provide monthly weights at least quarterly in a Microsoft Excel format for each waste stream at each facility identified in Attachment A. A sample report and further detail is provided in Attachment F. **Proposer must describe how weight data will be collected.**

## 3. Billing

- a. Provide monthly billing statements for each facility with the following information itemized for each waste type covered by the invoice:
  - i. Price for service,
  - ii. Taxes and fees collected;
  - iii. Container size for each collection container serviced;
  - iv. Collection frequency for each container serviced;
  - v. Service period covered by the invoice. Any extra costs for additional services must be similarly itemized.



- b. Annual fuel or service cost adjustments will be billed to the County beginning January 1 of each subsequent Contract year.
- c. No other surcharges, fees, or charges of any kind may be billed to the County. For example, no “overage fees” or “contamination fees” shall be allowed.

The **County** retains primary responsibility for the following tasks:

- a. Collect and deposit source-separated waste streams into properly labeled containers provided by the Contractor at each facility;
- b. Procure and provide internal waste collection infrastructure (e.g., properly labeled bins, baskets, barrels, etc.);
- c. Create and distribute standardized signage and labels for internal waste collection infrastructure and procedures;
- d. Develop and distribute outreach materials to County employees, housekeeping contractors and visitors;
- e. Implement Resource Management recommendations to enhance waste reduction/reuse, recycling, and organics;

From time to time the Contractor may be asked to perform services (e.g., specialized waste streams, etc.) not specified within this scope of work, pursuant to an amendment to the Contract. The County, at its sole discretion, reserves the right to award any services not covered by this RFP through a competitive process.

## **IV. TERMS AND GENERAL CONDITIONS**

### **A. GENERAL REQUIREMENTS**

Dakota County will require the selected Vendor/Contractor to include the contents of this RFP and all representations, warranties and commitments in the proposal and related correspondence as contractual obligations.

#### **1. Affirmative Action/Equal Opportunity Requirements**

All Vendors submitting proposals to the County must subscribe to commitment to nondiscrimination in its employment practices and will furnish a statement of commitment upon request.

#### **2. Special Requirements When Labor Is Included In The Proposal**

All Contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements affecting the work in Dakota County. The minimum wage rate per hour to be paid for each work done shall be union wage rate in the locality of the work over which the unions have jurisdiction.

#### **3. Insurance Requirements**

Prior to commencement of the contract term the successful Contractor shall procure and maintain in full force and effect during the term of the contract insurance coverage for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Attachment H.

#### **4. Indemnification**

Any and all claims that arise or may arise on behalf of Contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees that the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately

perform Contractor's obligations pursuant to this Contract. This indemnity provision shall survive expiration or termination of this Contract.

## **5. Fraud/Collusion**

By submitting a proposal, the Vendor certifies that it is the only party interested in its proposal, and that its proposal is made and submitted without fraud or collusion with any other person, firm or corporation. Dakota County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the Vendor, or for noncompliance with the requirements of this request for proposal. Vendors must fill out and sign Attachment C to acknowledge non-collusion.

## **6. Compliance With Laws/Standards**

- a. General. Selected Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations, in effect or hereinafter 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 (Attachment G) and incorporated herein by reference.
- b. Violations. Any violation of such laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license or certification by the selected Contractor shall constitute a material breach of Contract, and shall entitle the County to terminate the Contract upon delivery of written notice of termination to Contractor. Notwithstanding any other provision of the Contract, such termination shall be effective as of the date of such failure or loss.
- c. Minnesota Law to Govern. The resulting Contract for the selected Contractor shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principals of conflict of laws. All proceedings related to the Contract shall be venued in the County of Dakota, State of Minnesota.

## **7. Independent Contractor**

Vendor and all employees of the successful Vendor shall not be considered employees of Dakota County while engaged in the performance of any work or services pursuant to this agreement, and shall be independent Contractors.

## **8. Subcontractor**

Any selected Contractor using a subcontractor to perform any of its duties under the resulting Contract, must require the subcontractor to provide proof of insurance to the County prior to beginning work in the coverage and amounts the same as set forth in Attachment H. The selected Contractor must also require the subcontractor to agree in writing to defend, hold harmless and indemnify the County from any and all liability arising out of the subcontractor's performance of its duties. When a subcontractor is used, the selected Contractor remains responsible for complying with all of the terms of this Agreement.

## **9. Responder's Responsibility for Costs**

The County will not reimburse any Responder for any costs involved in the preparation and submission of Proposals, in making an oral presentation, or in contract negotiations. Responders are responsible for all costs associated with preparing and submitting the RFP.

## **10. Ownership of Proposals**

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

## **11. Performance and Payment Bond**

Bonds Required: Contemporaneous with the execution of this Contract, Contractor shall provide both a Performance Bond and a Payment Bond for the County, in accordance with the requirements of Minn. Stat. § 574.26 (work and labor over \$100,000). Each bond shall be in an amount equal to or greater than the Contract

amount. The Performance bond shall be for the use and benefit of the County to complete the Contract according to its terms. The Payment bond shall be for the use and benefit of all persons furnishing labor and materials to perform the Contract.

## **12. General Waste Management Requirements**

The County expects the selected Contractor to familiarize itself with all County facilities, locations, refuse collection areas (including enclosure keys and facility gate access standards at select facilities), practices, and procedures necessary to determine the appropriate equipment to provide required services. Furthermore, the Contractor must obtain all necessary permits and licenses, and pay all required fees in connection with the performance of this contract. Possession of a valid license to haul refuse in the County, cities, and townships where refuse is to be picked up is also required.

## **B. PROPOSAL EVALUATION**

### **1. Evaluation Criteria**

The proposals will be evaluated based on how the following criteria best meet the purpose and objectives stated in this RFP.

- a. **Presentation** (10% WEIGHT)
  - Thoroughness/completeness of proposal.
  - Clarity and adherence to format.
- b. **Qualifications** (10% WEIGHT)
  - Overall company quality in terms of reputation, financial strength, continuity of services, and ability to support indemnification and performance guarantees.
  - Experience and performance in waste reduction, recycling, and organics recycling and in management of contracts of similar size and nature.
  - Service capabilities and responsiveness, including management leadership, technical staff qualifications, and customer communications.
- c. **Technical Services** (20% WEIGHT)
  - Proposed transition plan to take over existing services to meet General Management of Solid Waste service requirements.
  - Ability to provide service for MSW generated at County facilities with current practices, including residential food scraps drop off locations.
  - Proposed plan to provide waste stream data, information, and technical assistance (including right-sizing dumpster/cart sizes or reducing collection frequencies).
  - Ability to develop and maintain a detailed tracking, reporting, and billing/invoicing system to support performance measurement.
  - Ability to report collected quantities of trash, recyclables, and organics by weight.
  - Use of compressed natural gas collection trucks or other methods that reduce petroleum-based fuels in collection trucks.
- d. **Service Cost and Financial Benefit** (60% WEIGHT)
  - Competitive price and services.

### **2. Additional Information, Investigation and Inspection**

Dakota County may make such investigations as it deems necessary to determine the ability of the contractor to furnish the materials and services outlined herein, and the contractor 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 contractor fails to satisfy Dakota County that such

contractor is properly qualified to carry out the obligations of the contract. **Dakota County reserves the right, in its sole discretion, to enter into negotiations with one or more contractors.**

### 3. Non-Standard Forms

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.

### 4. Secured Proposals

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.

Except as otherwise stated in this RFP, Dakota County will not physically release or return to the proposer any proposal for purpose of modification, withdrawal, or any other purpose.

### 5. Proposer Response Requirements

Failure to sign a contract within 14 working days may result in the award going to the next responsible proposer.

### 6. Notice of Successful Proposer

Dakota County shall send written notice of award to the successful proposer.

## C. CONTRACT TERM AND TERMINATION

### 1. Term

This contract will be awarded for a period of three years for an anticipated time period of **April 1, 2026 through March 31, 2029**, unless earlier terminated by law, or according to the provisions of the contract.

### 2. Termination

- a. Termination or penalties can result from the Contractor collecting source-separated recyclable or organics materials in a manner by mixing source-separated materials with trash/MSW or handling the source-separated materials in any way that reduces the reusability or marketability of the source-separated material.
- b. The County reserves the right to suspend or terminate any agreement resulting from this proposal if the Contractor violates any of the terms or conditions of this RFP or does not fulfill in a timely and proper manner its' obligations under this RFP as determined by the County. In accordance with Minnesota Statute 115A.471, Contractor must comply with the Dakota County Solid Waste Plan for waste originating from Dakota County facilities. **On a quarterly basis, Contractor must provide Dakota County with copies of the declaration of waste being delivered to a Resource Recovery Facility that was collected from the County.**
- c. Either party may terminate this Contract for cause by giving seven (7) days written notice of its intent to terminate to the other party unless a different procedure and/or effective date is provided within the specific article or paragraph of the Contract under which the default, failure or termination occurs. Said notice shall specify the circumstances warranting termination of the Contract. The terminating party has the option, but is not required, to provide the other party an opportunity to cure the specified default. If an opportunity to cure is provided, it shall be specifically described in the notice of termination.

- d. Notwithstanding any provision of this Contract to the contrary, the County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written notice of termination sent by the County to Contractor by facsimile is sufficient notice under the terms of this Contract. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

## **ATTACHMENT A: Description of countywide service levels North Zone**

A. Hauler provided collection of recycling, organics, and trash are currently provided at the following Dakota County facilities. **Service occurs weekly, unless indicated below.** See location map in Attachment A-Map.

B. Dakota County owns and provides a trash compactor at the Northern Service Center for trash disposal. All other containers must be provided by Contractor.

C. Collection frequency can vary depending on park facility location and season; locations with on-call service in the winter are indicated.

D. Many Dakota County facility locations use dumpster enclosures. Some enclosures are locked and require County-issued key access (indicated below).

E. Some Dakota County facilities are gated and require County-issued badge or gate codes (indicated below).

<b>Facility</b>	<b>Address</b>	<b>City</b>	<b>Recycling</b>	<b>Organics</b>	<b>Trash</b>
<b>1)</b> Western Service Center (enclosure)	14955 Galaxie Ave	Apple Valley	1 – 8yd	1 – 1.5yd	1 – 8yd 2x/week
<b>2)</b> Burnhaven Library (locked shed, keys required)	1101 County Rd 42	Burnsville	1 – 4yd	1 – 2yd 2x/week	1 – 6yd
<b>7)</b> Wescott Library	1340 Wescott Rd	Eagan	1 – 8yd	1 -4yd	1 – 6yd
<b>9)</b> Lebanon Hills Visitor Center (two (2) enclosures)	860 Cliff Rd	Eagan	8 – 96gal	2 – 96 gal	2 – 8yd
<b>10)</b> Lebanon Hills Maintenance Shop <b>(No service before 8:30 A.M.)</b>	740 Cliff Rd	Eagan	1 – 4yd	n.a.	2 – 8yd 2x/week

Facility	Address	City	Recycling	Organics	Trash
<b>11)</b> Lebanon Hills Holland Lake Trailhead  (unlocked enclosure)  (residential food scraps drop-site*)	1100 Cliff Rd	Eagan	n.a.	2 – 6yd* (low profile dumpsters)  3x/week	n.a.
<b>12)</b> Lebanon Hills West Trailhead  (unlocked enclosure)	4801 Johnny Cake Ridge Rd	Eagan	3 – 96 gal  EOW	n.a.	2 – 96gal
<b>13)</b> Lebanon Hills Camp Sacajawea  (Gate Access Required)  Two separate dumpster locations  (April – October service only)	5121 McAndrews Rd	Apple Valley	4 – 96 gal	2 – 96 gal	2 – 8yd
<b>14)</b> Lebanon Hills Campground  (April – October only)  <b>(No service before 8:30 A.M.)</b>	12100 Johnny Cake Ridge Rd	Apple Valley	1 – 8yd  2x/week	n.a.	1 – 8yd  2x/week
<b>15)</b> Northern Service Center  (trash compactor located inside building)  (security badge required)	1 Mendota Rd	West St. Paul	1 – 8yd  2x/week	1 – 4yd	1 – 6yd <b>compactor</b>  3x/week
<b>16)</b> Wentworth Library  (locked enclosure)	199 Wentworth Ave E.	West St. Paul	1 – 2yd	1 -1.5yd	1 – 2yd

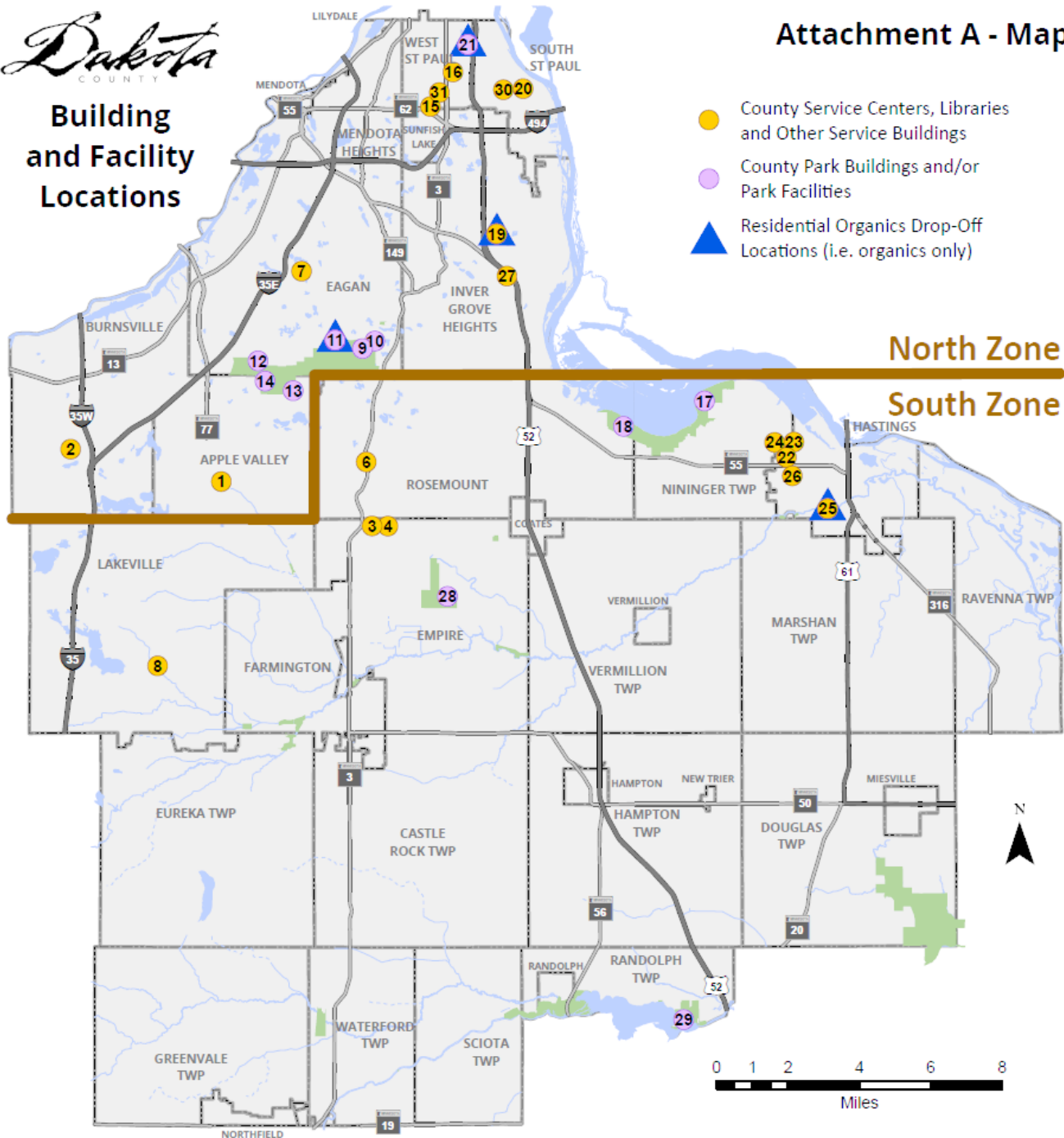
Facility	Address	City	Recycling	Organics	Trash
<b>19) Inver Glen Library</b> (residential food scraps drop-site located inside enclosure*) (trash/recycling behind library)	8098 Blaine Ave	Inver Grove Heights	1 – 2yd EOW	2 – 2yd* 3x/week	1 – 2yd
<b>20) Lawshe Memorial Museum</b>	130 3 <sup>rd</sup> Ave N	South St. Paul	1 – 96gal EOW	n.a.	1 – 96 gal
<b>21) Thompson Park</b> (residential food scraps drop-site*) (trash/recycling in locked enclosure)	1200 Stassen Lane	West St. Paul	1 – 3yd 2x/week (May-Sept)	2 – 4yd* 2x/week	1 – 8yd 2x/week (May-Sept)
27) SMART Center (enclosure)	9260 Courthouse Blvd	Inver Grove Heights	1 – 4yd	1 – 1.5yd	1 – 4yd
30) Kaposia Library (enclosure)	131 7 <sup>th</sup> Ave N	South St. Paul	1 – 2yd	1 – 1.5yd	1 -2yd
31) Crisis and Recovery Center (dumpster/carts located inside trash room, access via touchpad)	2025 Livingston Ave	West St. Paul	3 – 96gal	1 – 96gal	1 – 2yd





## Building and Facility Locations

## Attachment A - Map



1. Western Service Center (N)
2. Burnhaven Library (N)
3. Dakota 911 (S)
4. Empire Maintenance (S)
6. Robert Trail Library (S)
7. Wescott Library (N)
8. Heritage Library (S)
9. Lebanon Hills Visitor Center (N)
10. Lebanon Hills Maintenance Facility (N)
11. Lebanon Hills Holland Lake Trailhead (N)

12. Lebanon Hills West Trailhead (N)
13. Lebanon Hills Camp Sacajawea (N)
14. Lebanon Hills Campground (N)
15. Northern Service Center (N)
16. Wentworth Library (N)
17. Spring Lake Park Maintenance Shop (S)
18. Camp Spring Lake Retreat Center (S)
19. Inver Glen Library (N)
20. Lawshe Memorial Museum (N)
21. Thompson County Park (N)

22. Administration and Judicial Center (S)
23. Law Enforcement Center (S)
24. Juvenile Service Center (S)
25. Hastings Highway Shop (S)
26. Pleasant Hill Library (S)
27. SMART Center (N)
28. Whitetail Woods Park (S)
29. Lake Byllesby Campground (S)
30. Kaposia Library (N)
31. Crisis and Recovery Center (N)

## ATTACHMENT B: FINANCIAL PROPOSAL

This form specifies the financial information required from Proposers. Proposers must complete, sign, and submit **Attachment B** as their **Financial Proposal**. Any additional information that Proposers desire to submit should be included in the appropriate comment areas or as a separate attachment. The County is not obligated to consider separate attachments when evaluating proposal.

**Instructions:** Please complete the following cost proposal response forms (Table B1 – Table B5) in accordance with Section II and the service levels in **Attachment A**.

If this proposal is accepted, the contract will in no way guarantee the successful proposer the current volumes or levels of services in Attachment A over the life of the contract. In fact, it is Dakota County's intent to increase diversion such that disposed trash tonnages and waste hauling services will decrease while recycling and organics volumes and services will increase over the contract period.

### 1. MSW, Recycling, and Organics Service Costs North Zone

Costs must reflect the container pick-up service frequencies and sizes provided below. These costs will be used for any modifications to the contract amount, if the container pick-up schedule is modified, or if the container sizes are changed at any location. Include maintenance, rental, administrative, Performance Bond, or miscellaneous costs in the "Other Costs" column.

- Please include detailed information regarding whether or not your program includes a fuel surcharge or any other type of additional fees, and if so, detail the rates and calculation.
- Please include detailed information regarding how you will handle recycling and organics loads that have been contaminated with trash.
- Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Contractor. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

**Table B1: MSW Service Costs for Contract Term (RESOURCE RECOVERY):**

Service location	# units	Size of units	Frequency per week	Monthly Hauling & Tip Fees	Other Monthly Costs	Solid Waste Mgmt Tax (17%)	Total Monthly Cost	Year 1 Total Cost	Year 2 Total Cost (include tax)	Year 3 Total Cost (include tax)
Western Service Center	1	8 cy	2 per week	\$	\$	\$	\$	\$	\$	\$
Burnhaven Library	1	6 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Wescott Library	1	6 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills Visitor Center	2	8 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills Maintenance Center (no service before 8:30 am)	2	8 cy	2 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills West Trailhead	2	96 gallon	1 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills Camp Sacajawea (April – October service)	2	8 cy	1 per week	\$	\$	\$	\$	\$	\$	\$

Lebanon Hills Campground (April – October service only) (no service before 8:30am)	1	8 cy	2 per week	\$	\$	\$	\$	\$	\$	\$
Northern Service Center	1	6 cy compactor	3 per week	\$	\$	\$	\$	\$	\$	\$
Wentworth Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Inver Glen Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Lawshe Memorial Museum	1	96 gallon	1 per week	\$	\$	\$	\$	\$	\$	\$
Thompson Park	1	8 cy	2 per week, May – Sept 1 per week, Oct – April	\$	\$	\$	\$	\$	\$	\$
SMART Center	1	4 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Kaposia Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Crisis & Recovery Center	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Totals (insert below)							A)	B)	C)	D)

A) Total Monthly Cost (Year 1): \$ \_\_\_\_\_

B) Total Year 1 Cost: \$ \_\_\_\_\_

C) Total Year 2 Cost: \$ \_\_\_\_\_

D) Total Year 3 Cost: \$ \_\_\_\_\_

Total MSW Service Cost (B-D): Resource Recovery \$ \_\_\_\_\_

Please detail the types of costs and calculation methods included under “Other Monthly Costs,” if any.

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Name of Resource Recovery Facility: \_\_\_\_\_

**Table B2: MSW Service Costs for Contract Term (LAND DISPOSAL):**

Service location	# units	Size of units	Frequency per week	Monthly Hauling & Tip Fees	Other Monthly Costs	Solid Waste Mgmt Tax (17%)	Total Monthly Cost	Year 1 Total Cost	Year 2 Total Cost (include tax)	Year 3 Total Cost (include tax)
Western Service Center	1	8 cy	2 per week	\$	\$	\$	\$	\$	\$	\$
Burnhaven Library	1	6 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Wescott Library	1	6 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills Visitor Center	2	8 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills Maintenance Center (no service before 8:30 am)	2	8 cy	2 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills West Trailhead	2	96 gallon	1 per week	\$	\$	\$	\$	\$	\$	\$
Lebanon Hills Camp Sacajawea (April – October service)	2	8 cy	1 per week	\$	\$	\$	\$	\$	\$	\$

Lebanon Hills Campground (April – October service only) (no service before 8:30am)	1	8 cy	2 per week	\$	\$	\$	\$	\$	\$	\$
Northern Service Center	1	6 cy compactor	3 per week	\$	\$	\$	\$	\$	\$	\$
Wentworth Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Inver Glen Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Lawshe Memorial Museum	1	96 gallon	1 per week	\$	\$	\$	\$	\$	\$	\$
Thompson Park	1	8 cy	2 per week, May – Sept 1 per week, Oct – April	\$	\$	\$	\$	\$	\$	\$
SMART Center	1	4 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Kaposia Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Crisis & Recovery Center	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$	\$
Totals (insert below)							<b>A)</b>	<b>B)</b>	<b>C)</b>	<b>D)</b>

**A) Total Monthly Cost (Year 1): \$ \_\_\_\_\_**

**B) Total Year 1 Cost: \$ \_\_\_\_\_**

**C) Total Year 2 Cost: \$ \_\_\_\_\_**

**D) Total Year 3 Cost: \$ \_\_\_\_\_**

**Total MSW Service Cost (B-D): LAND DISPOSAL \$ \_\_\_\_\_**

**Please detail the types of costs and calculation methods included under “Other Monthly Costs,” if any.**

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**Name of LAND DISPOSAL Facility: \_\_\_\_\_**

**Table B3. Recycling Service Costs for Contract term:**

Service location	# units	Size of units	Frequency per week	Monthly Hauling & Tip Fees	Other Monthly Costs	Total Monthly Cost	Year 1 Total Cost	Year 2 Total Cost	Year 3 Total Cost
Western Service Center	1	8 cy	1 per week	\$	\$	\$	\$	\$	\$
Burnhaven Library	1	4 cy	1 per week	\$	\$	\$	\$	\$	\$
Wescott Library	1	8 cy	1 per week	\$	\$	\$	\$	\$	\$
Lebanon Hills Visitor Center	8	96 gallon	1 per week	\$	\$	\$	\$	\$	\$
Lebanon Hills Maintenance Center (no service before 8:30 am)	1	4 cy	1 per week	\$	\$	\$	\$	\$	\$
Lebanon Hills West Trailhead	3	96 gallon	Every other week	\$	\$	\$	\$	\$	\$

Lebanon Hills Camp Sacajawea (April – October service)	4	96 gallon	1 per week	\$	\$	\$	\$	\$	\$
Lebanon Hills Campground (April – October service only) (no service before 8:30am)	1	8 cy	2 per week	\$	\$	\$	\$	\$	\$
Northern Service Center	1	8 cy	2 per week	\$	\$	\$	\$	\$	\$
Wentworth Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$
Inver Glen Library	1	2 cy	Every other week	\$	\$	\$	\$	\$	\$
Lawshe Memorial Museum	1	96 gallon	Every other week	\$	\$	\$	\$	\$	\$
Thompson Park	1	3 cy	2 per week, May – Sept 1 per week, Oct – April	\$	\$	\$	\$	\$	\$
SMART Center	1	4 cy	1 per week	\$	\$	\$	\$	\$	\$
Kaposia Library	1	2 cy	1 per week	\$	\$	\$	\$	\$	\$
Crisis & Recovery Center	3	96 gallon	1 per week	\$	\$	\$	\$	\$	\$
Totals (insert below)						A)	B)	C)	D)

A) Total Monthly Cost (Year 1): \$ \_\_\_\_\_

B) Total Year 1 Cost: \$ \_\_\_\_\_

C) Total Year 2 Cost: \$ \_\_\_\_\_

D) Total Year 3 Cost: \$ \_\_\_\_\_

Total Recycling Service Cost (B-D): \$ \_\_\_\_\_

Please detail the types of costs and calculation methods included under “Other Monthly Costs,” if any.

Name of MATERIAL RECOVERY FACILITY: \_\_\_\_\_

**Table B4. Organics Service Costs for Contract term:**

Service location	# units	Size of units	Frequency per week	Monthly Hauling & Tip Fees	Other Monthly Costs	Total Monthly Cost	Year 1 Total Cost	Year 2 Total Cost	Year 3 Total Cost
Western Service Center	1	1.5 cy	1 per week	\$	\$	\$	\$	\$	\$
Burnhaven Library	1	2 cy	2 per week	\$	\$	\$	\$	\$	\$
Wescott Library	1	4 cy	1 per week	\$	\$	\$	\$	\$	\$
Lebanon Hills Visitor Center	2	96 gallon	1 per week	\$	\$	\$	\$	\$	\$
Lebanon Hills Holland Lake Trailhead (food scraps drop-off site)	2	6 cy low profile dumpsters	3 per week	\$	\$	\$	\$	\$	\$
Lebanon Hills Camp Sacajawea (April – October service)	2	96 gallon	1 per week	\$	\$	\$	\$	\$	\$

Northern Service Center	1	4 cy	1 per week	\$	\$	\$	\$	\$	\$
Wentworth Library	1	1.5 cy	1 per week	\$	\$	\$	\$	\$	\$
Inver Glen Library (food scrap drop-off site)	2	2 cy	3 per week	\$	\$	\$	\$	\$	\$
Thompson Park (food scraps drop-off site)	2	4 cy	2 per week	\$	\$	\$	\$	\$	\$
SMART Center	1	1.5 cy	1 per week	\$	\$	\$	\$	\$	\$
Kaposia Library	1	1.5 cy	1 per week	\$	\$	\$	\$	\$	\$
Crisis & Recovery Center	1	96 gallon	1 per week	\$	\$	\$	\$	\$	\$
Totals (insert below)						<b>A)</b>	<b>B)</b>	<b>C)</b>	<b>D)</b>

**A) Total Monthly Cost (Year 1): \$** \_\_\_\_\_

**B) Total Year 1 Cost: \$** \_\_\_\_\_

**C) Total Year 2 Cost: \$** \_\_\_\_\_

**D) Total Year 3 Cost: \$** \_\_\_\_\_

**Total Organics Service Cost (B-D): \$** \_\_\_\_\_

Please detail the types of costs included under “Other Monthly Costs,” if any.

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Name of commercial compost facility:

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**Table B5 Annual Service Costs: MSW, Recycling, and Organics Collection Service Costs for term of Contract.**

Based on the totals for MSW, Recycling, and Organics Service Costs in the Contract term in **Tables B1, B2, C3, and B4**, please document your Total Contract Amount in the spaces provided below. Write in the total amount for each service during the term of the contract.

	Total <u>RESOURCE RECOVERY</u> Service Cost + Total Recycling Service Cost + Total Organics Service Cost =	Total <u>LAND DISPOSAL</u> Service Cost + Total Recycling Service Cost + Total Organics Service Cost =
<b>Total Amount Year 1 – Apr 1, 2026 – Mar 31, 2027):</b>	\$	\$
<b>Total Amount Year 2 – Apr 1, 2027 – Mar 31, 2028)</b>	\$	\$
<b>Total Amount Year 3 – Apr 1, 2028 – Mar. 31, 2029)</b>	\$	\$
<b>Total Amount for entire Contract Term</b>	\$	\$

Note: Should equal “TOTAL MSW SERVICE COST” + “TOTAL RECYCLING SERVICE COST” + “TOTAL ORGANCS SERVICE COST” from above.

**i. Please include detailed information regarding whether or not your program includes a fuel surcharge or other surcharges or fees, and if so, detail the rates and calculation.** As noted in Section III, Part 3 (Billing); Any annual fuel or service cost adjustments will be billed to the County beginning January 1 of each subsequent Contract year. **Further, no other surcharges, fees, or charges of any kind may be billed to the County. For example, no “overage fees” or “contamination fees” shall be allowed.**

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**ii. Please include detailed information regarding how you will handle recycling or organics loads that have been contaminated with trash.**

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**3. Signature**

By signing below, this company acknowledges it will comply with all terms, conditions, and specifications required by the company in this Request for Proposal and all terms of our proposal response.

<hr/>	<hr/>	<hr/>
Authorized Signature	Title	Date

## ATTACHMENT C: Non-Collusion and Conflict of Interest Statement

Please print or type (in ink)

CONTRACTOR NAME: \_\_\_\_\_ FEDERAL TAX ID NUMBER: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ email: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

V.7 Revised: MMH (06-19)



## ATTACHMENT D: Trade Secret Information Form

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

**All responders must select one of the following boxes:**

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

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

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

---

Authorized Signature

Title

Date

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

Revised: 6/28/2018

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 H. 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*

## ATTACHMENT E: PROPOSAL SUBMITTAL CHECKLIST

The following Checklist will assist in ensuring the all parts of the Proposal are complete. **Complete and sign this form and submit with the Proposal.**

Vendor Proposal Contents should include:

#	Item	Included Yes or No
1	Cover Letter i. Name of company, address, primary contact person and key staff ii. Company qualification for providing hauling and RM services iii. Acknowledgement that you are capable of managing all waste streams described in this RFP iv. Any additional material that you are capable of managing v. Names and locations of each facility where different materials will be delivered vi. List of three multi-facility customers you provide service to	Yes or No
2	Text Proposal: General Management of Solid Waste i. Acknowledgement that you are able to immediately assume and manage all existing waste streams provided in Attachment A with no break in service ii. Acknowledgement that you are capable of delivering MSW not recycled or composted to a resource recovery facility serving the Twin Cities Metro Area (provided capacity at said resource recovery facility) iii. Acknowledgement that all source separated organics materials are delivered to Specialized Environmental Technologies (SET) Empire Township location. iv. Furnish and maintain all containers and dumpsters that are covered and leak-proof and contain proper labeling v. Acknowledgment that you will allow the County to monitor dumpster or carts contents and volumes through visual or electronic audits. vi. Acknowledgement that you have visited or viewed County dumpster/cart locations (enclosures and access) in person or online. vii. Acknowledgement that you will provide the County with timely information if scheduled service is delayed or skipped	Yes or No
3	Text Proposal: Resource Management Services i. Identify your primary contact person and/or key staff that will manage the account on a day-to-day basis. ii. Acknowledgement that you will participate in “right-sizing” County dumpster or carts and provide timely feedback based on average weekly volumes. iii. Acknowledgement that you provide the County with monthly weights on a quarterly basis. v. Acknowledgment that you will invoice the County monthly as requested within the RFP vi. Acknowledgment that annual fuel or cost adjustments will only be billed to the County beginning on January 1 of each year. vii. Acknowledgement that no surcharges, fees, or charges of any kind may be billed to the County (e.g., no overage or contamination fees)	Yes or No

4	Attachment B (Parts B1 – B5): Financial Proposal i. Must include financial proposal that includes the following scenarios: a) MSW (trash) delivered to a resource recovery facility serving the Twin Cities Metro Area (plus recycling and organics service) b) MSW (trash) delivered to a land disposal facility if there is no capacity at a resource recovery facility serving the Twin Cities Metro Area (plus recycling and organics service)	Yes or No
5	Attachment C: Non-Collusion and Conflict of Interest Statement	Yes or No
6	Attachment D: Trade Secret Information Form	Yes or No
7	Attachment E: Proposal Submittal Checklist	Yes or No

In submitting this Proposal, it is understood that Dakota County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation and to provide the required Performance Bond and Labor and Material Payment Bond. Failure to sign a contract within 14 working days may result in the award going to the next responsible proposer.

By signing this Proposal, the proposer understands and agrees to the terms and conditions set forth herein and in this RFP. The undersigned agrees if awarded the contract to complete the contract within 14 calendar days from the date of written Notice to Proceed by the County.

Indicate Addenda received: \_\_\_\_\_

Please print: \_\_\_\_\_

Legal Name of Company

\_\_\_\_\_

Address

\_\_\_\_\_

Name and Title of Authorized Agent

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Incorporated in the State of: \_\_\_\_\_

Indicate type of company: \_\_\_\_\_

Corporation/partnership/sole proprietorship

This document can only be signed by a person authorized to bind the proposer to a contract.

## ATTACHMENT F: **SAMPLE QUARTERLY REPORTING TEMPLATE**

The Contractor must provide monthly data, submitted quarterly, for the weights of trash, organics, and recyclables collected at the facilities identified in Attachment A. Each location will be also categorized into type of facility: 1) Libraries and Museums, 2) Parks and Maintenance, and 3) Service Centers, Jail, and Admin. A sample template is included below with the category of each building.

Building	Category	Month	Year	Waste Stream	Weight (lbs)	Disposal Facility
Burnhaven Library	Libraries and Museums					
Heritage Library	Libraries and Museums					
Historical Museum	Libraries and Museums					
Inver Glen Library	Libraries and Museums					
Pleasant Hills Library	Libraries and Museums					
Robert Trail Library	Libraries and Museums					
Wentworth Library	Libraries and Museums					
Wescott Library	Libraries and Museums					
Extension and Conservation Center	Service Centers, Jail, and Admin					
Hastings Highway Shop	Service Centers, Jail, and Admin					
Judicial and Administration Center	Service Centers, Jail, and Admin					
Juvenile Service Center	Service Centers, Jail, and Admin					
Law Enforcement Building	Service Centers, Jail, and Admin					
Northern Service Center	Service Centers, Jail, and Admin					
Western Service Center and Galaxie Library	Service Centers, Jail, and Admin					
Camp Spring Lake	Parks and Maintenance					
Lake Byllesby Regional Park	Parks and Maintenance					
Lebanon Hills Camp Sacajawea	Parks and Maintenance					
Lebanon Hills Holland Lake Trailhead (residential organics drop-off site)	Parks and Maintenance					
Lebanon Hills Campground	Parks and Maintenance					
Lebanon Hills Maint. Shop	Parks and Maintenance					
Lebanon Hills Mountain Bike	Parks and Maintenance					
Lebanon Hills Visitors Center	Parks and Maintenance					
Spring Lake Park Maint. Shop	Parks and Maintenance					
Thompson Park (include residential organics drop-off site)	Parks and Maintenance					
White Tail Woods Regional Park	Parks and Maintenance					

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT G - 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](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)



## ATTACHMENT H – 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 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 (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which 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). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. 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.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 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).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

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 \$1,500,000 per occurrence and aggregate (if applicable). 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.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. 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") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may

reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

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 \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect 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. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

10. 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 hereof, 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).

K/CM/Exh/Insure-No-Prof-Liability-CM.doc

Revised: 10/07

**SAMPLE**  
**CONTRACT BETWEEN THE COUNTY OF DAKOTA**  
**AND SAMPLE**  
**FOR SAMPLE**

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

**WHEREAS**, the County requires services for SAMPLE, as identified in the County's Request for SAMPLE, dated SAMPLE, attached and incorporated as Exhibit 1; and

**WHEREAS**, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor's SAMPLE ("Contractor's Proposal"), attached and incorporated as Exhibit 2; and

**NOW, THEREFORE**, the parties agree as follows:

**1. TERM**

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

**2. CONTRACTOR'S OBLIGATIONS**

2.1. General Description. Contractor shall provide the services generally described in the SAMPLE and Contractor's Proposal (collectively, "Services").

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

2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before SAMPLE.

2.4. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.

2.5. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.

2.6. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.

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

**3. PAYMENT**

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

#### **4. COMPLIANCE WITH LAWS/STANDARDS**

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as **[Exhibit 4]**. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota, or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required 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.

## **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 delegates', actual or alleged:
- A. Intentional, willful, or negligent acts or omissions; or
  - B. Actions or omissions that give rise to strict liability; or

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

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

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

- 7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
- A. any demand, action, suit, or proceeding against the party providing Notice; or
  - B. any event or fact that may give rise to indemnification under section 7.1 by Contractor.
- 7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County from undertaking control of the defense.

## **8. INSURANCE**

Contractor shall maintain policies of insurance as set forth in **[Exhibit 3]**, and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

## **9. SUBCONTRACTING**

- 9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. Permitted Subcontracting. Contractor may subcontract with the Subcontractors identified in Contractor's [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, including any period in which to comply.

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

## **12. TERMINATION**

12.1. Termination Without Cause. 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 in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in **[Exhibit 4]** (Standard Assurances) and the indemnity provisions of section 7.
  - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

### 13. CONTRACT RIGHTS/REMEDIES

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

### 14. AUTHORIZED REPRESENTATIVE

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

**To the Contractor:**

**SAMPLE**  
(Name)

**SAMPLE**

(Title)

**SAMPLE**

(Street)  
SAMPLE  
(City, MN Zip Code)  
SAMPLE  
(Telephone)  
SAMPLE  
(Email Address)  
**To the County:**  
SAMPLE  
(Name)

SAMPLE  
(Title)  
SAMPLE  
(Street)  
SAMPLE  
(City, MN Zip Code)  
SAMPLE  
(Telephone)  
SAMPLE  
(Email Address)

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

14.3. In addition, 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: SAMPLE

Telephone: SAMPLE

Email Address: SAMPLE

County Liaison: SAMPLE

Telephone: SAMPLE

Email Address: SAMPLE

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

## **16. Ownership of Work Product**

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

## **17. AMENDMENTS**

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

## **18. SEVERABILITY**

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

## **19. MERGER**

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

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

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

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

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

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

## **20. CONFIDENTIALITY**

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

20.2 For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the

Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

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

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

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

20.6 This section survives expiration or termination of this Contract.

## **21. ELECTRONIC SIGNATURES**

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

## **22. CONTRACT INTERPRETATION AND CONSTRUCTION**

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

## **23. WAGE WITHHOLDING TAX**

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

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

COUNTY OF DAKOTA

By: SAMPLE  
(Signature line)

SAMPLE  
(Name, Title, Department)

SAMPLE  
Date of Signature

Contract Number DCASAMPLE

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

By: SAMPLE  
(Signature Line)

SAMPLE  
(Title)

SAMPLE  
Date of Signature

**END OF PROPOSAL**