REQUEST FOR PROPOSAL

For

Evaluation of Business
Waste Reduction and Recycling Project Sustainability

Dakota County Environmental Resources Department

Release Date: November 9, 2018
Proposal Due Date: December 3, 2018

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

For additional information please contact:

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I. PROJECT BACKGROUND

In Minnesota, counties are responsible for developing projects and programs to achieve state goals for waste management. State law requires Dakota County to implement recycling and organics diversion programs to achieve a 75 percent recycling (includes organics recycling) rate goal by 2030 (Minn. Stat. §115A.551) and encourage building owners and managers to provide appropriate recycling services. Research and experience reveal that building owners and managers lack the expertise and resources to improve recycling on their own.

To help address recycling barriers and make progress toward state goals, in 2016, Dakota County launched a Business Recycling Incentive Program (Program) to help commercial entities, including for profit and non-profit organizations, to reduce waste and increase recycling, including organics recovery. The County provides three main supports through the Program:

1. Free on-site technical assistance: A consultant provides technical assistance to commercial entities to baseline waste management practices and help design and implement an improved diversion program.
2. Free labels and educational resources: Container labels for waste/recycling bins are provided in addition to recycling guides to help with on-site education.
3. Funding for waste reduction and recycling improvements. Up to $10,000 is allocated to each eligible entity to implement best management practices (e.g., color-coded, paired, and labeled recycling and trash containers, employee education) to reduce waste and to start or improve recycling (including organics recovery). Participants have up to 12 months to complete projects. See the Business Recycling Incentive Program Guidelines (Attachment F) for information on eligible organizations and eligible projects.

Participants are required to work with the County’s technical assistance consultant to plan and implement projects and complete the required Program forms (i.e., Application, Baseline Report and Final Report). The Program Application (Attachment G) identifies how the funds will be used and the waste reduction and/or recycling improvements that will be implemented. The Baseline Report (Attachment H) and Final Report (Attachment I) document pre- and post-program qualitative and quantitative data.

From August 2016 to August 2018, over 70 organizations have participated in the Program, encumbering over $360,000 in waste diversion improvement projects, with 34 fully-completed projects resulting in a reported 545 tons of new materials recycled annually that were previously landfilled. Participants that have completed projects include restaurants, retail stores, gas stations, grocery stores, and event centers, with project results and funds used varying based on project size and type. In 2019, $350,000 will be available to fund Program projects and technical assistance.

II. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The County seeks proposals from qualified organizations or individuals for professional services to evaluate the sustainability of completed projects implemented by Program participants in 2016 and 2017. The County will provide a list of Program participants that have completed projects and have expressed interest in participating in the evaluation.

The evaluation will inform the next Program revision cycle and consists of:

1. Auditing past Program participants to document the sustainability of the implemented waste management improvements, including documenting practices that have been expanded or discontinued, and
2. Obtaining feedback from past participants on their continued use of Program resources and needs for new tools to sustain activities that were initiated as participants in the Program, and
3. Using findings to develop and recommend strategies for Program improvements to more effectively sustain Program activities after projects have been completed.

III. SCOPE OF SERVICES

The following scope of services is provided to guide this project. The County will consider other approaches, analyses, and/or tasks provided they achieve the project purposes and receive prior approval from County staff before implementing.

A. The Consultant will complete the following tasks as part of the contract:

1. Attend a kick off meeting with County staff to review project goals and develop a final Work Plan.

2. Conduct site visits to audit 20 past Program participants to identify whether project activities identified in original project Applications and Program reports have been sustained and the reasoning for any changes, including:
   a. Whether waste management improvements are being sustained and if they align with the original project.
   b. Whether use of Program education resources have continued, as applicable, including:
      i. Standardized labels and signage
      ii. Standardized recycling and trash bins/containers
      iii. Education guides (Recycling Guides)
   c. Whether best management practices have continued, including:
      i. Strategic and conveniently located containers to serve employees and customers.
      ii. Paired recycling and trash containers.
      iii. Appropriate lids on containers, as appropriate.
      iv. Labeled and color-coded containers.
      v. Recurring employee education on what and how to reduce waste and/or recycle.
      vi. Hauler-supplied recycling and trash containers/dumpsters are right-sized.
      vii. Waste management practices are included in internal operational policies and employee descriptions for roles and responsibilities.
   d. Waste management practices that have been expanded or discontinued and reasoning for the change(s). Expanded areas may address areas of: best management practices, internal policies, waste reduction, recycling collection, environmentally preferable purchasing, hauler collection services, and mentorship to other organizations.
   e. Estimated tons of traditional material (i.e., paper/cardboard, plastic, metal, glass, organics) recycled annually.

3. Conduct interviews with 25-30 past Program participants (include participants engaged in Task #2 plus others with completed projects) to 1) obtain feedback on the effectiveness of past Program resources (e.g., education guides, labels, bins/containers, supplies) in helping them sustain project efforts (i.e., maintain recycling rates or waste diversion) and 2) identify needs for new tools to more effectively sustain projects in the future to:
   a. Sustain employee waste reduction and/or recycling knowledge.
   b. Sustain project participation by employees and/or customers.
   c. Identify areas for Program improvement to help sustain projects after completion. The County is not able to provide ongoing funding for continued waste collection or infrastructure improvements but can provide additional outreach and education tools, so recommendations should focus on educational support, communications support (e.g.,...
newsletters, employee education tools) and recognition for leadership, employees and other key internal and external audiences.

4. Work with the County to develop and finalize the audit and interview methodology and feedback questions in Tasks #2 and #3.

5. Coordinate scheduling with County staff for Tasks #2 and #3 for County participation, as County staff availability allows.

6. Develop and discuss a draft report with County staff summarizing the evaluation of each task above. The report must identify (1) individual findings from each participant audited and interviewed, (2) summary of key findings from all participants and (3) prioritized recommendations for Program improvements and tools to more effectively sustain projects in the long term.

7. Facilitate meetings/phone calls with County staff and provide project status updates.

8. Submit a final report no later than March 30, 2019, and if requested, present findings to County staff.

B. County Responsibilities

Dakota County will be responsible to:

1. Schedule and facilitate a kick-off meeting with the selected contractor.

2. Provide a list of 20 Program participants have completed projects for Task #2 and a list of 25-30 Program participants for Task #3, including relevant information (e.g., Applications, Baseline and Final Reports, summary of participant Program recommendations) that have expressed interest in participating in this evaluation. Participant information will include the names and contact information. The County is in the progress of engaging past participants to identify interest in participation in the evaluation. The County anticipates the majority of participants will be organizations that are of small to medium size (e.g., gas stations, grocery stores, restaurants, places of faith, retail, hotels, offices, etc.).

3. Approve audit and interview methodology, questions, and preparations prior to participant engagement.

4. Provide a methodology that includes a volume to weight conversion to calculate the weight of materials (traditional recycling, organics) diverted annually.

5. Attend select participant audits and/or interviews.

C. Anticipated Schedule

1. Anticipated contract start date: December 24, 2018
2. County/Contractor Kick Off: Late December 2018/Early January 2019
3. Contractor audits and interviews: Late January – February 2019
4. Draft Report due: May 15, 2019
5. Final Report due: May 30, 2019
6. Contract end date: April 15, 2019
IV. GENERAL INSTRUCTIONS FOR CONTRACTOR

A. Contact Person
The Contractor's sole point of contact for this RFP is:

Renee Burman, Sr. Environmental Specialist
Dakota County Environmental Resources
Department 14955 Galaxie Avenue
Apple Valley, MN 55124
Renee.Burman@co.dakota.mn.us
Phone: 952-891-7042
Fax: 952-891-7588

B. Questions
Questions regarding this RFP must be submitted by email and must be received no later than November 14, 2018.
Responses to the questions submitted will be posted on the County’s website no later than November 16, 2018, at Doing Business - Request For Bids, Proposals and Information:
http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx

C. Addenda/Clarifications
Any revisions or modifications to the RFP shall be made by County staff in a written addendum and posted on the County's website at Doing Business – Request for Bids, Proposals and Information at
No verbal modification will be binding.

D. Examination of Proposal Documents
By submitting an RFP, the Contractor represents that he or she has thoroughly examined and become familiar with the work required under this RFP and that he or she is capable of performing quality work to achieve the objectives of this RFP.

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

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

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

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

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

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

I. Dakota County Rights
County staff may investigate the qualifications of any Contractor under consideration, require confirmation of information furnished by Contractor, and require additional evidence of qualifications to perform the work described in this RFP. County staff reserves the right to:
- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Remedy technical errors in the RFP process;
- Appoint evaluation committees to review proposals;
- Establish a short list of Contractors eligible for interview after evaluation of written proposals;
- Negotiate with any, all, or none of the RFP respondents; and
- Reject and replace one or more subcontractors.

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

A. Proposal Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one electronic copy of the proposal by December 3, 2018 by 4:30 pm Central Standard Time (CST): to Renee.Burman@co.dakota.mn.us.

B. Proposal Format

1. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
2. All text and exhibits should be succinct and relevant to the RFP requirements.

C. Proposal Contents

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

1. Letter of Transmittal

The proposal must be submitted on the firm’s official business letterhead. The letter is to transmit the quote/proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include, at a minimum, the following:
   a. Identification of the offering firm(s), including name, address and telephone number of each firm;
   b. Acknowledgment of receipt of RFP addenda, if any;
   c. Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation;
   d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
   e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Firm Introduction

Provide a brief company history and organizational structure of the firm including an outline of the firm’s previous and current projects demonstrating qualifications to provide the scope of services requested by the RFP.

3. Contractor Team Organization

In this section, state in writing or provide an organization chart showing the team members and key personnel. Identify the team members’ areas of responsibility. Provide subcontractors’ company name, address, contact person, email and telephone number.

4. Qualifications and Experience

Identify similar projects undertaken by the Contractor within the last five (5) years. For each project, provide the client’s name, address and telephone number for a contact person currently available who is familiar with the firm’s performance on each project listed.

5. Work Plan and Budget for Scope of Services

The Contractor’s proposal must demonstrate the Contractor’s understanding of the Program and scope of services as described herein. The Contractor’s proposal must include a clear description of the methods or processes to be used to complete each item in the scope of services. In addition, the Contractor must include a preliminary work plan that details tasks, timelines and work products if different or supplemental to the Scope of Services. For this proposal assume work can begin on or shortly after December 24, 2018. The selected Contractor will work with County to make any necessary adjustments to the work plan as determined by the County, in consultation with the Contractor, during the contract period.
The Contractor must provide a detailed budget for the Program. The budget should include items such as professional fees, direct expenses, and contract labor.

6. Conflict of Interest
The Contractor must identify any potential conflict of interest it may have with this proposal. See Attachment D: Non-Collusion and Conflict of Interest Statement.

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

8. Contract Terms and General Conditions
Attachment A of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Proposals should indicate the firm’s willingness to agree to such provisions.

VI. TIMELINE AND BUDGET

A. Program Timeline
This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of County staff. The term of the contract to be awarded under this RFP is anticipated to be January 2 through May 30, 2018, but may be adjusted to accommodate unforeseen delays.

1. RFP released: November 9, 2018
2. RFP questions from vendors due: November 14, 2018
3. County response to questions: November 16, 2018
4. Proposals due by 4:30 pm CST: December 3, 2018
5. Contractor selection: December 14, 2018
6. Anticipated contract start date: December 24, 2019
7. Contract end date: April 15, 2019

B. Budget and Payment

1. Contractor Budget
Contractor must identify the budget necessary to perform the services identified in the Scope of Services. The Contractor, when establishing cost estimates for the total Program, shall include all direct expenditures, such as: Contractor fees, travel costs, necessary material purchases (subject to County approval), etc. Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract.

2. Payment for Services
The consultant shall submit a proposal based on hourly charges and reimbursables up to a maximum not to exceed total for all work within the scope of the project. The consultant’s proposal is to include the chargeable hourly rate of each team member, the anticipated number of hours spent on the project for each team member, and the fee maximum. The overall fee shall reflect a maximum not to exceed based on the sum of the tasks.

Billing for completed services shall be based upon a monthly invoice submitted by the Contractor. The invoice shall indicate the hours of labor performed by each person charging time to the Program, their charge out rate, and itemizations of the reimbursable expenses charged to the Program. County staff will have the right to inspect timesheets. The invoice must also indicate the total contract amount, the total paid to date, the remaining amount to be paid, and the estimated percent of project completed. County staff, at staff’s option, may retain a portion of the total fee to ensure that sufficient fees are available to complete the
VII. PROPOSAL EVALUATION CRITERIA

The award shall be based on, but not limited to, the following factors:

1. The proposer’s experience and qualifications in similar programs and track record of successfully implementing these programs for governmental entities of similar size to Dakota County,
2. The ability of the proposer to satisfy all of the requirements of the RFP,
3. Cost,
4. Completeness of the proposal,
5. References,
6. Financial stability, and
7. Proposal succinctness.
ATTACHMENT A: 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 of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, 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 because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran’s status or public assistance status. 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:


B. **Executive Order 11246,** 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.


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.


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 is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County),
except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH DATA PRIVACY.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) when applicable to the Contractor’s duties under this Contract. When applicable, Contractor agrees to comply with the HIPAA and HITECH Privacy requirements, Standards for Electronic Transactions, Security requirements, and any other applicable health data laws, rules, standards and requirements in effect during the term of this Agreement.

4. **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.

5. **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.

6. **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, Minnesota Statutes, Section 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-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.

E. Shall immediately give written notice to the Contracting Officer 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).
Directions for On Line 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 http://oig.hhs.gov/fraud/exclusions/listofexcluded.html.
ATTACHMENT B: 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 Revised: 10/07
ATTACHMENT C: SAMPLE CONTRACT

Dakota County Contract #C00[Contract #]

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

This Contract is between County of Dakota (“County”) and [Contractor], [Address, City, State, Zip], (“Contractor”). Contractor is a [insert state where business is organized/incorporated (e.g., Minnesota)] [insert business type (e.g., corporation)]. This Contract uses the word “parties” for both County and Contractor.

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

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

ACCORDINGLY, the parties agree:

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 [expiration date] or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2. CONTRACTOR’S OBLIGATIONS

2.1. General Description. Contractor shall provide the services generally described in the Choose an item and Contractor’s Proposal (collectively, “Services”).

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

2.3. 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.

2.4. 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.

2.5. 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.

2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor’s business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.

3. PAYMENT

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

3.2. **Compensation.** The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.

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

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

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

3.6. **Payment for Unauthorized Claims.**
   
   A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
   
   B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
   
   C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
   
   D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. **COMPLIANCE WITH LAWS/STANDARDS**

4.1. **General.** Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 3 [Exhibit 1 Attachment]. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

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

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

5. **INDEPENDENT CONTRACTOR STATUS**

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

6. NOTICES

6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, “Notice”) must be in writing and provided to the Authorized Representative by at least one of the following:

A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or

B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative’s email address, or upon receiving an email confirming delivery to the Authorized Representative’s email address.

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

7. INDEMNIFICATION

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

A. Intentional, willful, or negligent acts or omissions; or

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

C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

7.2. Limitations. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County’s negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
7.3. **Notice.** The parties shall promptly provide Notice in writing and in reasonable detail of:

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

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

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

8. **INSURANCE**

Contractor shall maintain policies of insurance as set forth in Exhibit 4 [Exhibit 1 Attachment], and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

9. **SUBCONTRACTING**

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

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

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

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

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

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

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

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

10. **FORCE MAJEURE**

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

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

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

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

12. TERMINATION

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

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

A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;

B. Failure to perform Services or provide payment within the time specified in this Contract;

C. Failure to perform any other material provision of this Contract;

D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;

E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor’s business.

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

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

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

A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
B. Complete performance of any work that is not discontinued by the Notice of Termination.

C. Cooperate with County with any transition of Services.

D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.

E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.

F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.

G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. Effect of Termination for Cause or without Cause.

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

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

13. CONTRACT RIGHTS AND REMEDIES

13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.

13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party’s Authorized Representative. A waiver is not an amendment to the Contract. The County’s failure to enforce any provision of this Contract does not waive the provision or the County’s right to enforce it.

14. AUTHORIZED REPRESENTATIVE

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

To Contractor:       To the County:
[Name]             [Name]
[Title]             [Title]
[Street]           [Department]
[City, State Zip]  [Street]
Telephone: [Telephone Number] Telephone: [Telephone Number]
[Email Address]    [Email Address]

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

14.3. In addition, Notices regarding breach or termination shall also be provided to:

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

15. **LIAISON**

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

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

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

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

16. **OWNERSHIP OF WORK PRODUCT**

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

19.1. **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.

17. **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.

18. **MERGER**

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

- Exhibit 1 – County's Request for Proposal (including Attachments)
- Exhibit 2 - Contractor's Response to Request for Proposal dated [Enter Date]
- Exhibit 3 – Standard Assurance
- Exhibit 4 – Insurance Terms

18.3. 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.

19. **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 of waiver of any claim or cause of action for breach of contract.

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

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

20. **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.

21. **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. Form IC-134 Form and Instructions are found at [http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf).

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

**COUNTY OF DAKOTA**

By: ____________________________
[Name, Title]
[Department]
[Street]
[City, State Zip]

Date of Signature: ________________

**CONTRACTOR**

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

By: ____________________________
(Signature Line Please Use Black or Blue Ink)

____________________________________
(Print Name and Title)

____________________________________
(Print Address, City, State Zip Code)

Date of Signature: ________________

| CAO Approved PS 8/31/18 MMH |
ATTACHMENT D: 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

You are advised that according to Dakota County Board Resolution 12-508, 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.6 Revised: 2/2016 JET/LSO
Trade Secret Information Form

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

All responders must select one of the following boxes:

☐ My bid/proposal does not contain “trade secret information”, as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.

☐ My bid/proposal does contain “trade secret information” because it contains data that:

1. (a) is a formula, pattern, compilation, program, device, method, technique or process; AND
   (b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND
   (c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible AND I am attaching an explanation justifying the trade secret designation.

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

Submit this form as part of the Bid or Proposal response

Revised: 6/28/2018
Public Records and Requests for Confidentiality

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

Any request for confidential treatment of trade secret information in a Responder’s proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Dakota County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see Attachment E. 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 F: BUSINESS RECYCLING INCENTIVE PROGRAM GUIDELINES

I. Introduction

Dakota County (County) is required by state law to develop programs to achieve a 75% recycling rate for all waste generated in the County. Businesses produce over half of the waste in the County and are now required to recycle at least three materials (paper, metals, plastic, glass, organics [i.e., food, soiled paper]). Reducing waste and doing more to recycle conserves natural resources and can save money through avoided solid waste taxes that appear on trash bills, because trash service is taxed while recycling service, including organics collection, is not. It also demonstrates an organization’s commitment to the community.

The County’s Business Recycling Incentive Program can assist businesses (including other organizations, such as non-profits, multi-unit dwellings) to:

- Reduce or prevent waste, including food donation
- Start or improve recycling (e.g., cardboard, paper, metal, plastic, glass)
- Start or expand organics recycling (e.g., food waste, soiled paper)

II. Available Assistance

Dakota County is offering assistance to businesses and organizations subject to the recycling requirement (MN Stat. §115A.151) effective in 2016. A short questionnaire determines whether the business or organization is required to recycle and eligible to participate. Business eligibility is described in Section IV.

A. Incentive Funding

Eligible businesses can apply for incentive funding up to $10,000 per location for eligible items. No matching funds are required. Eligible items include, but are not limited to containers/bins, employee education, organics hauling service, compostable products, equipment (e.g., compactors/balers), external enclosure upgrades, and more fully described in Section V.

B. Free Technical Assistance

The County has acquired an external consultant to provide free assistance to eligible businesses. Three touch points with the consultant are offered:

1. Onsite visit to determine what is needed to implement a successful waste diversion project and to assist with completing and submitting a full application.
2. Onsite assistance to help implement the project – from container placement to employee education and trouble-shooting.
3. Assistance with project evaluation, including project reporting.

C. Free Container/Bin Labels

Dakota County will provide free container/bin labels for recycling, organics, and trash in a variety of sizes (Appendix C). Labels are color-coded and have standardized terminology and images.
III. Application Process

Based on the questionnaire, eligible businesses are referred to the County’s technical assistant consultant to fully identify project needs and to assist with completing and submitting a full application (Appendix A). Complete applications are accepted from eligible businesses on a first-come, first-served basis until funds are fully allocated. During the review process, County staff may contact the applicant for additional information or to clarify the proposal.

Proposals for a collaborative effort involving two or more businesses may be submitted, with one business acting as the primary applicant and responsible party, submitting the application on behalf of the group (for example, for businesses within a strip mall).

IV. Eligible Businesses and Organizations

Businesses and organizations with the following characteristics are eligible to participate:

A. **Control of Trash and Recycling Collection Services.** Applicant must be responsible for managing hauling contract(s) for the property(ies) owned, leased, rented, managed, or maintained by the applicant.

B. **Eligible businesses.** Funding is available to businesses and organizations that are subject to the commercial recycling mandate (MN Stat. §115A.151), such as for-profit businesses and institutions, multi-unit dwellings, and non-profit organizations that meet the following criteria:
   1. Physically located in Dakota County. If the business or organization has multiple locations, each location in Dakota County is eligible for funding;
   2. Contract for at least 4 cubic yards of solid waste per week; and
   3. Contains one or more businesses in the building classified in sectors 42-81 in the North American Industry Classification System (NAICS).

<table>
<thead>
<tr>
<th>NAICS Sectors</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Wholesale Trade</td>
</tr>
<tr>
<td>44-45</td>
<td>Retail Trade</td>
</tr>
<tr>
<td>48-49</td>
<td>Transportation and Warehousing</td>
</tr>
<tr>
<td>51</td>
<td>Information</td>
</tr>
<tr>
<td>52</td>
<td>Finance and Insurance</td>
</tr>
<tr>
<td>53</td>
<td>Real Estate and Rental and Leasing</td>
</tr>
<tr>
<td>54</td>
<td>Professional, Scientific, and Technical Services</td>
</tr>
<tr>
<td>55</td>
<td>Management of Companies and Enterprises</td>
</tr>
<tr>
<td>56</td>
<td>Administrative and Support and Waste Management and Remediation Services</td>
</tr>
<tr>
<td>61</td>
<td>Educational Services</td>
</tr>
<tr>
<td>62</td>
<td>Health Care and Social Assistance</td>
</tr>
<tr>
<td>71</td>
<td>Arts, Entertainment, and Recreation</td>
</tr>
</tbody>
</table>
The following are *not eligible* to participate:

A. Home–based businesses and other home-based enterprises

B. Public and non-public schools, municipalities, and other local public entities government or otherwise publically-owned or -operated facilities

C. Businesses and other organizations not physically located in Dakota County even if owned or operated by a Dakota County-based business or organization.

V. **Eligible and Ineligible Expenses**

Funds are available to help reduce waste, start or improve collection of recyclables, and/or start organics recycling and recovery (i.e., food donation).

**Eligible Expenses**

A. **Recycling and Organics Bins and Containers.** Bins, barrels, sorting stations and containers for collecting recyclables and organics at facilities. This includes totes, carts, cart tippers, and other waste containers for transportation to containers serviced by the waste hauler. Applicants are highly encouraged to choose bins and containers from the County’s standard, pre-approved list in Appendix B. Bins and containers other than those on the pre-approved list are eligible if they can be purchased at a lower cost, are being chosen to match existing containers or that follow industry standards/regulations.

B. **Employee Training.** Time for key employees to participate in employee training to learn about the new or expanded recycling and organics programs.

C. **Equipment.**

1. Compactors, balers and organics management containment systems for storage or to manage odor and space concerns when generating large quantities of recyclables or organics.

2. Loading Dock and Waste Enclosure Improvements. Construction of upgrades to loading docks and enclosures to accommodate new or expanded recycling, food waste, or organics recovery programs, with a maximum of $7,500 allowable per location for this expense.

D. **Educational Materials and Bin Labels.** Signage, labels, and other recycling, food waste or source-separated organics program educational materials. Appendix C contains standard container labels that can be ordered from the County at no cost.

E. **Organics: Supplies and Hauler Collection Services (when starting a new organics collection program).** Items specific to start organics projects when at least a 12-month program is implemented:

1. Six-month supply of compostable bags for lining organics collection containers.
2. Six-month supply of certified compostable food service ware (cups, bowls, plates, flatware, etc.) for use within the business/organization. Food service products must be Biodegradable Products Institute- (BPI) -certified.

3. Six months of organics hauling service cost reimbursement with at least 12 months of service. Applicant must submit documentation of hauling service to be reimbursed, and hauling service must be a new service, not an existing one.

F. Organics: Supplies and Hauler Collection Services (when expanding or changing the type of organics management collection program). Items specific to expanding or changing an existing organics projects when at least a 12-month program is implemented:
1. Six-month supply of compostable bags for lining organics collection containers in the new areas where the program is implemented.
2. Six-month supply of certified compostable food service ware (cups, bowls, plates, flatware, etc.) for use within the business/organization in the new areas where the program is being implemented. Food service products must be Biodegradable Products Institute- (BPI) certified.

G. New, reusable service ware (i.e., washable dishes and silverware) if converting from disposable service ware.

The County reserves the right to negotiate with the applicant prior to contract execution for reasonable pricing of eligible items.

Ineligible Expenses

A. Containers normally provided by a waste or recycling service provider, such as carts, dumpsters, and open-top or enclosed roll-off boxes.

B. Pallet jacks, janitorial carts, and other similar equipment.

C. All containers and equipment intended to collect and move trash, unless they are part of a County pre-selected waste station in Appendix B or are part of a waste management system and are equivalent in type and fit in with the existing collection system.

D. Dishwashing equipment and upgrades to dishwashing rooms.

E. Employee labor costs incurred to collect and manage waste and recycling/organics.

F. Vehicle-related costs such as trucks, trailers, etc.

G. Compostable food service ware for use outside the business or organization, such as for restaurant take-out services.

H. Plastic bags used for trash or recycling collection.

VI. Participation Requirements

Participants must agree to the following:

A. Host a minimum of three (3) site visits and work with the County’s technical assistant consultant to:
1. Determine what is needed to implement a successful waste diversion project and to assist with completing and submitting a full application.
2. Implement the project – from container placement to employee education and troubleshooting.
3. Provide assistance with project evaluation, including project reporting.

B. Complete and submit a full application (Appendix A)

C. Enter into a contract with the County.

D. Provide a completed W-9.

E. Begin project activities within three (3) months of contract execution.

F. Implement project activities using recommended Best Management Practices:
   1. Use color-coded containers and labels
   2. Place recycling containers next to all internal trash containers
   3. Train staff

G. Complete all project activities within 12 months of contract execution.

H. Complete a pre-funding (baseline) report and a final report with information about quantities of recyclables, organics and trash produced before and after the funding term. (The County’s technical assistance consultant is available to help collect this information.)
   1. Complete the pre-funding report within 45 days of contract execution.
   2. Complete the final report within 12 months from the contract execution.
   3. Provide a brief three-five sentence written testimonial at the end of the 12-month funding period and agree to serve as a “Success Story,” if asked.

VII. Fund Distribution

Funding and reimbursement approved by County staff will be distributed as follows:

A. Standard Containers/Bins & Bin Labels. No funds will be transferred to businesses or organizations for pre-selected bins and containers identified in Appendix B and labels identified in Appendix C. These will be ordered by the County upon execution of a contract, following the site visit by the County’s technical assistance consultant.

B. Other Eligible Expenses. Requests for reimbursement of other eligible expenses must include proof that funds were spent on approved items and include a copy of the paid receipt for the purchased equipment or work completed under the terms of the executed contract.

C. Final Report. In cases where the applicant is requesting reimbursement, an amount of $250 will be withheld and only distributed upon the County’s receipt and approval of the applicant’s final report.

VIII. Reporting Requirements

Businesses and organizations awarded funding are required to complete a baseline and final report, using forms provided by the County. The reports will provide the County with information about quantities of recyclables, organics, if applicable, and trash produced at the beginning and end of the project.

The baseline report is due within 45 days of the funding assistance contract execution and the final report is 12 months from the contract execution.
IX. Project Implementation

Participants are expected to implement the following best management practices to help maximize recycling program improvements:

✓ **Obtain internal support.** Manager and custodial staff support must be obtained prior to application submission. The applicant must provide a program coordinator or liaison as a primary contact for County and consultant staff.

✓ **Ensure material is recycled as planned.** Recycling and/or organics must be separated from the trash and delivered to a facility for recycling and/or delivered to a facility to properly manage the organics. If bags are to collect traditional recycling, use clear or translucent bags (not black bags) as required by many recycling facilities.

✓ **Make recycling convenient.** Trash, recycling, and organics containers must be properly labeled and placed side-by-side to the extent possible to make sorting easy and effective.

✓ **Communicate recycling program to employees and businesses.** The applicant must promote new or enhanced recycling and waste reduction practices to all employees, staff and visitors. The County will provide educational materials to help achieve this goal.

✓ **Obtain waste and recycling data to help right-size collection services.** The applicant must work with their waste hauler to obtain and report data on quantities of trash, recyclables and/or organics collected at the beginning and end of the project.

✓ **Include recycling program expectations in policies.** The applicant must agree to enhance recycling and waste reduction roles and responsibilities in general operational policies available to new and existing employees.

✓ **Allow program recognition by the County.** The applicant must allow public recognition of program participation through published case studies and other recognition efforts developed by the County to showcase and reward participation.

✓ **Sustain the recycling program.** The applicant shall develop and share the organization’s plan on how they will sustain the project after County funding is completed.
ATTACHMENT G: APPLICATION

Note: This form is completed online so there is logic built into the survey process.

Identify the County Consultant specialist that helped complete the Application:

Consultant Name: _______________________________________________________

If the County’s Consultant did not help complete the Application, simply call 952-891-7042 to schedule an appointment. Only applications completed with consultant assistance will be considered.

Have you received program funding from the County in the past?  
☐ Yes  ☐ No

Applicant Information

<table>
<thead>
<tr>
<th>Business/Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Business Name (if different)</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, Zip Code</td>
<td></td>
</tr>
</tbody>
</table>

Project Coordinator/Liaison.

Identify the contact for this project.

| Name |  |
| Title |  |
| Phone Number |  |
| Email |  |

Authorizing Representative.

Identify the person who has authority to enter into the recycling incentive project contract on behalf of your business/organization (e.g., owner).

| Name |  |
| Title |  |
| Phone Number |  |
| Email |  |

Check yes or no for each of the following questions.

<table>
<thead>
<tr>
<th>Eligibility Verification</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the business/organization facility physically located in Dakota County?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the business/organization classified in sectors 42-81 within North American Industry Classification System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the business/organization contract for 4 or more cubic yards of trash per week?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For the properties within businesses/organization being served under this application, is the applicant responsible for managing the recycling and trash hauling contract for the properties (i.e., applicant owns, rents, leases, manages or maintains the property)?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Project Objective (please check all that apply)

☐ Reduce or prevent waste, including food donation
☐ Start recycling (e.g., cardboard, paper, metal, plastic, glass)
☐ Improve existing recycling activities
☐ Start organics recycling (e.g., food waste, soiled paper) or ☐ expand organics recycling:
    ☐ composting ☐ food-to-people ☐ food-to-animals

**Project Narrative (5 or more sentences)**
- Describe the current state of applicant’s recycling efforts. Why and how does it need to be improved?
- Explain how the funding will be used.
- How will staff, customers, and others be trained to participate in the new recycling program?

**Sustaining the Project**
Describe actions such as ongoing education, policy changes or budgeting that the business or organization will take to sustain the project after it is completed (approximately 3-5 sentences).
**PROJECT BUDGET**

A. **Pre-Selected Recycling/Organics Bins/Containers.** Complete the *Container Order Form (Appendix B)* for pre-selected containers the County will purchase. List below the total cost below for containers identified in Appendix B.

<table>
<thead>
<tr>
<th>Pre-Selected Recycling Bins/Container</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sub-total (A) Pre-Selected Bins/Containers</strong></td>
<td></td>
</tr>
</tbody>
</table>

B. **Specialized Recycling/Organics Bins/Containers.** List any containers not identified on the *Container Order Form* that the applicant will purchase and request reimbursement from the County.

<table>
<thead>
<tr>
<th>Specialized Bins/Containers</th>
<th>Quantity</th>
<th>Cost Per Container</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Blue Recycling Bin, Recycle Across America</td>
<td>4</td>
<td>$49.84</td>
<td>$199.36</td>
</tr>
</tbody>
</table>

|                      |          |                   |               |
|                      |          |                   |               |
|                      |          |                   |               |
|                      |          |                   |               |

**Sub-total (B) Specialized Bins/Containers**

C. **Bin/Container Labels.**

i. Complete the *Label Order Form (Appendix C)* for standardized labels the County will provide (free).

ii. List any custom labels that the applicant will purchase and request reimbursement from the County in the table below.

<table>
<thead>
<tr>
<th>Custom Bin Labels</th>
<th>Quantity</th>
<th>Cost Per Container</th>
<th>Proposed Cost</th>
</tr>
</thead>
</table>

|                      |          |                   |               |
|                      |          |                   |               |
|                      |          |                   |               |
|                      |          |                   |               |

**Sub-Total (C) Custom Bin Labels**
D. **Other Eligible Expenses.** List below items the applicant will purchase and request reimbursement from the County.

<table>
<thead>
<tr>
<th>Other Eligible Expenses</th>
<th>Description</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organics Hauling Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total (D) Other Eligible Expenses**

**Total Project Budget**

<table>
<thead>
<tr>
<th>Sub-total (A) Pre-Selected Bins/Containers</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-total (B) Specialized Bins/Containers</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-Total (C) Custom Bin Labels</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-Total (D) Other Eligible Expenses</th>
<th></th>
</tr>
</thead>
</table>

**TOTAL FUNDS REQUESTED**

(Not to exceed $10,000)

**Ship To Information.** *Complete this section if ordering items in Appendix B and Appendix C.*

<table>
<thead>
<tr>
<th>Facility Name (if different)</th>
<th>Is there a loading dock?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Is the loading dock area secure?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>City, Zip Code</td>
<td>What are delivery hours?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send completed Application to:**

**Mail to:** Dakota County Environmental Resources Attn: Business Recycling Incentive Application 14955 Galaxie Avenue, Apple Valley, MN 55124 -8579

**Fax to:** 952-891-7588 Attn: Business Recycling Incentive Application

**Email to:** BusinessRecycling@co.dakota.mn.us Subject: Business Recycling Incentive Application
ATTACHMENT H: BASELINE REPORT

Note: This form is completed online so there is logic built into the survey process.

Information and data is collected in a Baseline Report before the project begins and again at the end of the project as part of a Final Report. Data is used to calculate the increase in materials recycled or recovered and no longer disposed as trash and effectiveness of the Business Recycling Incentive Program.

1. 
   • Business/organization name:
   • Attendees:
     i. Business Contact Name:
     ii. County Technical Assistance Contractor Name:
   • Date:

CURRENT WASTE PROGRAM PRACTICES

1. Does your business currently have a recycling collection program?
   a. Yes
   b. No

2. What type of materials are currently collected for RECYCLING (check all that apply)
   • Paper (office paper, magazines, newspaper)
   • Shredded paper
   • Cardboard
   • Cartons (milk, juice, soup cartons)
   • Glass bottles and jars
   • Plastic bottles and jugs
   • Metal cans
   • Plastic wrap (shrink wrap, plastic bags)
   • Other (please specify) ______________________________________________________________

2. Mark the size and number of hauler-provided CARDBOARD ONLY containers you use on a weekly basis (only if collected separately).

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-95 gallon cart</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 CY dumpster</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 CY dumpster</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 CY dumpster</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 CY dumpster</td>
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3. On average, how full are your CARDBOARD ONLY containers when collected?

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4. Who collects your CARDBOARD (only if collected separately)?
   a. Hauler name
   b. Other

5. Mark the size and number of hauler-provided RECYCLING containers you use on a weekly basis (only if collected separately).

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</table>

7. Who collects your recycling?
   - Hauler name
   - Other

8. Complete the following regarding supplemental recycling collection (such as separate shrink wrap collection):
   - Name of hauler
   - Volume/Size of hauler provided containers
   - Number of hauler provided containers
   - Frequency of pick up

9. Does your business have an ORGANICS RECYCLING (FOOD WASTE) program?
   - Yes
   - No
CURRENT ORGANICS RECYCLING PRACTICES

10. What type(s) of ORGANICS RECYCLING service(s) does your business currently have?
   - Food-to-people (food shelter donation for uneaten food)
   - Food-to-animals (hogs or animal feed manufacturing)
   - Source-separated organics composting (commercial composting)
   - Other (please specify)

11. Mark the size and number of hauler-provided ORGANICS RECYCLING containers you use on a weekly basis.

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12. On average, how full are your ORGANICS RECYCLING containers when collected?

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13. Who collects your ORGANIC RECYCLING?
   a. Hauler name
   b. Other

CURRENT TRASH PRACTICES

14. Mark the size and number of hauler-provided TRASH containers you use on a weekly basis.

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<tr>
<th>Container Type</th>
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15. On average, how full are your TRASH containers when collected?

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16. Who collects your TRASH?
   c. Hauler name
   d. Other

COUNTY PROGRAM PARTICIPATION

3. What is the PRIMARY motivation of your business/organization for participating in Dakota County’s Business Recycling Funding Incentive Program?
   a. Compliance with the State’s new commercial recycling mandate
   b. Commitment to corporate or community sustainability (environmental benefit)
   c. Cost savings through increased recycling or waste prevention and resulting lower level of service needed from my hauler (reduced container size, reduced frequency of service, and/or reduced taxes on trash)
   d. Other (please specify)

(submit)
ATTACHMENT I: FINAL REPORT

Note: This form is completed online so there is logic built into the survey process.

Data from this report will be compared to data collected in your pre-funding report to calculate the increase in the amount of materials no longer disposed as trash. This information will help document the effectiveness of business recycling funding assistance in increasing recycling and organics recovery at your business or organization. In addition, this report collects feedback about your experience to support ongoing improvements to the program.

Collection of Waste Materials

17. Enter your business’s/organization’s contact information:
   a. Company name:
   b. Address
   c. Address 2
   d. City/Town
   e. Zip/Postal Code

18. When was this form completed?
   a. Enter date (fillable)

CURRENT RECYCLING PRACTICES

19. What type of materials does your business currently collect for RECYCLING (check all that apply)
   a. Paper (office paper, magazines, newspaper)
   b. Shredded paper
   c. Cardboard
   d. Cartons (milk, juice, soup cartons)
   e. Glass bottles and jars
   f. Plastic bottles and jugs
   g. Metal cans
   h. Plastic wrap (shrink wrap, plastic bags)
   i. Other (please specify)

20. Mark the size and number of hauler-provided CARDBOARD ONLY containers you use on a weekly basis
    (only if collected separately).

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22. Who collects your CARDBOARD (only if collected separately)?
   a. Hauler name
   b. Other

23. Mark the size and number of hauler-provided RECYCLING containers you use on a weekly basis (only if collected separately).

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25. Who collects your recycling?
   - Hauler name
   - Other

26. Complete the following regarding supplemental recycling collection (such as separate shrink wrap collection):
   - Name of hauler
   - Volume/Size of hauler provided containers
   - Number of hauler provided containers
   - Frequency of pick up
27. Does your business have an ORGANICS RECYCLING (FOOD WASTE) program?
   - Yes
   - No

CURRENT ORGANICS RECYCLING PRACTICES

28. What type(s) of ORGANICS RECYCLING service(s) does your business currently have?
   - Food-to-people (food shelter donation for uneaten food)
   - Food-to-animals (hogs or animal feed manufacturing)
   - Source-separated organics composting (commercial composting)
   - Other (please specify)

29. Mark the size and number of hauler-provided ORGANICS RECYCLING containers you use on a weekly basis.

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</table>

31. Who collects your ORGANIC RECYCLING?
   - Hauler name
   - Other

CURRENT TRASH PRACTICES

32. Mark the size and number of hauler-provided TRASH containers you use on a weekly basis.

<table>
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<tr>
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34. Who collects your TRASH?
   - g. Hauler name
   - h. Other

PROJECT ACCOMPLISHMENTS

Per the contract and funding requirements, please provide a 3-sentence testimonial summary, highlighting the accomplishments or successes of your recycling and/or organics collection activities funded through or supported by the Business Recycling Incentive Program.

35. What unexpected positive or negative results, if any, surprised you during the course of this project?

PROJECT SUCCESSES AND CHALLENGES

36. What methods did you find were most successful to engage your employees, customers, and/or others in new or improved recycling activities?
   - Staff training
   - Employee website
   - Newsletter
   - Signage/labels
   - Other (please specify)

37. What challenges or barriers to PROJECT IMPLEMENTATION did you encounter? (check all that apply)
   - Cost of recycling/organics service
   - Limited space (indoor or outdoor enclosure space)
   - Lack of corporate or landlord support
   - Shared dumpsters with other businesses/organizations
   - Service availability
   - Lack of knowledge/experience
• Lack of time
• Negative perception
• Language or communication barriers
• Contamination issues (specify)
• Other (specify)

38. What steps did you take to address these barriers?

39. What challenges or barriers, if any, do you expect to encounter in continuing these recycling activities over time?

40. What suggestions do you have for Dakota County, if any, about how the Business Recycling Incentive Program can be improved to minimize these barriers to implementation?

FEEDBACK – HELP DAKOTA COUNTY IMPROVE

41. On a scale of 1 to 10, how would you rate the Business Recycling Assistance Program overall, with 1 being “poor” and 10 being “excellent”?
   • Do you have any suggestions about how to improve the program overall?

42. On a scale of 1 to 10, how would you rate the Business Recycling Assistance Program as an economic opportunity for your business or organization, with 1 being “poor” and 10 being “excellent”?
   • Do you have any suggestions about to improve the program as an economic opportunity?

43. One a scale of 1 to 10, how would you rate your experience with on-site technical consulting, with 1 being “poor” and 10 being “excellent”?
   • Do you have any suggestions about how to improve on-site technical consulting?

44. What suggestions do you have for Dakota County, if any, about how the program can be improved to support ongoing recycling activities?

45. What additional assistance do you need from Dakota County, if any, to support implementation or continuation of recycling activities?

RECOGNITION FOR SUCCESSFUL PROGRAM COMPLETION

46. Would you be willing to be a reference to a business or organization that is similar to yours?
   • Yes
   • No

47. Would you be willing to attend an event to talk about your experience with the Business Recycling Incentive Program to other businesses/organizations?
   • Yes
• No

48. May we share your responses in official Business Recycling Assistance Program reports, materials, or publicity in association with the name of your business or organization?
   • Yes
   • No

49. How would your business or organization like to be recognized for successful completion of the project? (check all that apply)
   • Press release sharing results
   • Listed as a program participant on the County’s website
   • Listed as a program participant in County newsletters
   • Certificate from the County recognizing project completion
   • Window decals
   • Other (please write in)

50. I certify that this document was prepared under my supervision and that the information is true, accurate and complete to the best of my knowledge.
   • Name
   • Signature (re-type name)
   • Job Title
   • Email
   • Phone
   • Date

51. List the County’s Technical Assistance Consultant that helped you complete this form.
(submit)