

Request for Quotes (RFQ) For Financial Advisor Services



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

Issued by:
Ramsey/Washington Recycling and Energy (R&E)

Date: 5/25/18

The issuance of this RFQ constitutes only an invitation to submit a quote to Ramsey/Washington Recycling & Energy. It is not to be construed as an official and customary request for bids, but as a means by which R&E can facilitate the acquisition of information related to the purchase of financial advisor services. Any quote submitted, as provided herein, constitutes an indication to negotiate and NOT A BID.

Request for Quotes will be accepted no later than 4:00 p.m. CST on June 28, 2018.

Telephone calls will not be accepted regarding this Request for Quotes.

TABLE OF CONTENTS

Introduction3
 Purpose of RFQ.....3
 Description of Recycling and Energy3
Scope of Work3
Instructions to Vendors4
 RFQ Questions and Clarifications4
 Schedule of Events.....4
 RFQ Amendment5
 RFQ Response Format.....5
 Quote Submission.....6
 Quote Rejection or Acceptance.....7
 Public Records7
 Quote Costs7
 Ownership of Materials Submitted.....7
 Contract.....7
 Quote Evaluation7
 Contract Term8
 Contract Budget8
General Contract Requirements8
 Contract Language8
 Certificate of Insurance8
 General Comments8
 Additional Attachments8

Introduction

Purpose of RFQ

Ramsey/Washington Recycling and Energy (R&E) is requesting quotes from qualified consultants to provide financial advisor services. This RFQ and the selected proposal(s) in response to this RFQ will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFQ and the successful proposal. For purposes of this RFQ, the term “vendor,” “contractor,” “offeror,” “consultant” and “proposer” are considered to have the same meaning.

Description of Ramsey/Washington Recycling and Energy (R&E)

The Ramsey/Washington Recycling & Energy Board (R&E Board) is a joint powers board created by Ramsey and Washington Counties, Minnesota. The R&E Board is responsible for administering, on the behalf of the two counties, a number of solid waste activities and programs identified in the respective county solid waste master plans. The solid waste system in the two counties is a fully integrated waste management system, with robust source separation programs for traditional recyclables, regulation of commercial hazardous waste, effective household hazardous waste collection programs, yard waste management, and resource recovery. In 2016 only about 11% of mixed municipal solid waste was delivered directly to landfills.

Ramsey/Washington Recycling & Energy (R&E) owns and operates a refuse derived fuel (RDF) facility in Newport, MN. The facility, known as the Recycling & Energy Center (R&E Center), processes about 440,000 tons per year of trash from Washington and Ramsey County homes and businesses. Trash from the two counties is delivered to the R&E Center pursuant to a designation (flow control) ordinance that went into effect on January 1, 2018. At the R&E Center, waste is processed to recover ferrous and non-ferrous metals for recycling and refuse-derived-fuel (RDF) for combustion at Xcel Energy’s Red Wing and Mankato power plants.

The R&E Board purchased the R&E Center on December 31, 2015, with the intent to evaluate and implement new technologies to improve performance to recover materials and energy from waste and to assure that the East Metro achieves or exceeds a 75% recycling goal. R&E is in the process of designing changes to the R&E Center for these process improvements. It is expected that the R&E Board will seek financing for elements of these changes in 2019 – 2020.

Ramsey and Washington Counties, first through the Resource Recovery Project, and more recently through the Recycling and Energy Board, have continuously evaluated technologies related to waste processing. Since 2013, the R&E Board has been assessing how new or different technologies can help achieve the modernization of the R&E Center to maximize recovery of resources. The current focus of the R&E Board’s work has been narrowed to evaluating how to integrate pre-processing technology into the R&E Center, how to develop markets for organic materials through anaerobic digestion, and for refuse-derived-fuel (RDF) through gasification. More details about this work are found in Attachment 1.

Scope of Work

The Scope of Services includes:

- A. Consult as needed with R&E regarding various financing options or problems.
- B. Assist with coordinating financing discussions with the Finance Departments of Ramsey and Washington Counties.

- C. Recommend appropriate financial structure for proposed R&E projects.
- D. Provide advice on terms and feature of bonds and on timing and marketing of bond issues, provide analysis of market conditions as they relate to future sales, and advise R&E of prices of outstanding bonds.
- E. Advise on benefits of a negotiation or competitive bid sales for each issue.
- F. Assist R&E in selecting paying agents and other financial intermediaries as necessary.
- G. Advise R&E on proposed and actual changes in tax laws and changes in financial markets that could affect R&E's bond financing plans.
- H. Participate as needed in developing the financial plan for R&E's capital improvements.
- I. Provide advice and analysis on R&E Center costs.
- J. Provide advice and consultation on elements of policy analysis related to R&E Center improvements.

Instructions to Vendors

RFQ Questions and Clarifications

Inquiries concerning any aspect of this RFQ should be submitted by postal or email. **The closing date for receipt of written questions will be 4:00 p.m. CST on June 14, 2018. Phone calls are not acceptable.** Questions received after this deadline will not be considered. All questions received before the deadline will be compiled and responded to as identified in the schedule of events. Each question should begin by referencing the RFQ page number and section number to which it relates.

Questions concerning this RFQ should be sent to:

Kelli Hall
 Ramsey/Washington Recycling & Energy
 2785 White Bear Avenue, Suite 350
 Maplewood, MN 55109
kelli.hall@co.ramsey.mn.us

All questions and requests for clarification, and the R&E's response, will be posted on the R&E website at <http://morevaluelesstrash.com/vendor-opportunities>.

Vendor quotes in response to this RFQ will be accepted by R&E until 4:00 p.m. CST on June 28, 2018.

Event	Date
Request for Proposals Released	May 25, 2018
Deadline for Questions from Vendor	June 14, 2018
Final Addendum to Questions Published	June 21, 2018
Deadline for Proposal Submissions	June 28, 2018, at 4 p.m. C.S.T.
Proposal Evaluation Period	June 28 – July 26, 2018
Contract Negotiations and Final Award	July 26, 2018
Contract Start Date	August 1, 2018

RFQ Amendment

R&E reserves the right to amend this RFQ at any time. Changes to the RFQ, if any, will be posted at <http://morevaluelesstrash.com/vendor-opportunities>.

RFQ Response Format

Vendors must address all information specified by this RFQ. All questions must be answered completely. R&E reserves the right to verify any information contained in the Vendor's RFQ response and to request additional information after the RFQ response has been received.

R&E is not responsible for locating or securing any information that is not identified in the quote and reasonably available to R&E. To ensure that sufficient information is available, the Vendor must furnish as part of the quote all descriptive material necessary for R&E to determine whether the quote meets the requirements of the RFQ.

R&E may make such investigations as it deems necessary to determine the ability of the Vendor to furnish the services outlined herein, and the Vendor shall furnish to R&E all such information and data for this purpose as R&E may request. R&E reserves the right to reject any quote if the evidence submitted by or the investigation of such Vendor fails to satisfy R&E that such Vendor is properly qualified to carry out the obligations of the contract.

Marketing brochures included as part of the main body of the RFQ response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the quote, the latter will prevail.

The Contractor must respond to the requirements listed in this section.

1. Cover Letter :

Address the cover letter to:

Kelli Hall
Ramsey/Washington Recycling & Energy
2785 White Bear Avenue, Suite 350
Maplewood, MN 55109
kelli.hall@co.ramsey.mn.us

Include the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Name, title, address, telephone and fax numbers and email address of contact person during period of quote evaluation;
- Acknowledgment of receipt of RFQ addenda, if any;
- A statement to the effect that the quote shall remain valid for a period of not less than 120 days from the date of submittal; and
- The original quote must be signed by a person who is authorized to sign contracts for the respondent. The quote copies should include the signature page.

2. Professional Qualifications

Quotes should contain information reflecting but not limited to:

- a. Brief background of the company/individual.
- b. Resumes, or descriptions of experience and qualifications for all key personnel who will be assigned to this project

Quotes should demonstrate an understanding of the project goals and must include a clear description of its capabilities to undertake the project.

3. Experience: Identify similar projects undertaken by the proposer. 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.
4. Fees and Fee Structure: Provide a fee structure that includes the hourly rates for the persons who will or may be assigned the work that will be charged to the Project for the period of the Agreement.
5. A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim. Proposers must provide a statement even if there have been no claims against the entities name in the
6. Conflict of Interest
The Contractor must identify any potential conflict of interest it may have with the R&E Board, R&E Staff, Ramsey County, or Washington County, or any other party or entity that may be affected by the terms of this RFQ and responsive quotes.

Quote Submission

Quotes will be accepted by R&E until 4:00 p.m. CST on June 28, 2018. Quotes received after the due date and time will not be accepted and will be marked "LATE" and may be returned to the vendor.

Vendors' quotes can be mailed or emailed to:
Kelli Hall - Ramsey/Washington Recycling & Energy
2785 White Bear Avenue, Suite 350
Maplewood, MN 55109
kelli.hall@co.ramsey.mn.us

Vendor's quotes may also be hand delivered to the address above. Hand delivered responses will be collected but will not be opened and read at that time.

Please note that it is the Vendor's responsibility to ensure that the quote and all other required documents are received at the address named above by the closing date and time specified above.

Quote Rejection or Acceptance

R&E reserves the right to accept or reject any or all quotes and to waive any defects or technicalities or to advertise for new quotes where the acceptance, rejection, waiving, or advertising of such would be in the best interest of R&E. R&E reserves the right to reject quotes based on the evaluation of submitted materials and reserves the right to not be bound to select the quote with the lowest bid. R&E reserves the right to disqualify any quote, before or after opening, if there is evidence of collusion with intent to defraud, or other illegal practices upon the part of the Vendor, or for noncompliance with the requirements of these documents.

In participating in this quote process, all Vendors agree to keep their offers open for 120 days. However, a quote may be withdrawn any time prior to the expiration of 120 days.

Public Records

R&E is aware that information contained in the quotes indicates the Vendor's current operations. Quotes submitted become a matter of public record. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Vendor because of this RFQ is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Quote information is private or non-public until the responses are opened; once opened, a Vendor's name becomes public. Upon completion of the evaluation process, the remaining data becomes public but for trade secrets as defined by Minn. Stat. § 13.37, subd. 1(b). If any Vendor deems information they submit as trade secret, it must be clearly indicated as such within the RFQ response.

Quote Costs

Vendors shall bear all costs associated with preparing and submitting responses to this RFQ and the subsequent evaluation phase. R&E will, in no way, be responsible for these costs, regardless of the conduct or outcome of the prequalification process.

Ownership of Materials Submitted

All quotes submitted become the property of R&E and will not be returned.

Contract

R&E reserves the right not to contract with any Vendor. If R&E decides to contract, R&E will contract with the Vendor whose response best meets the needs of R&E. R&E reserves the right to contract with other than the lowest priced quote.

Quote Evaluation

Evaluation of quotes will be conducted by R&E staff. The following will be taken into account:

1. Experience and Qualifications of Firm(s)
 - a. Experience in county government and laws related to county government, including experience in working with joint powers boards and in working closely with elected and appointed County officials
 - b. Experience in environmental and solid waste policy issues
 - c. Experience in negotiating complex issues with public and private entities
 - d. Experience in financial management of large public enterprises, including public procurement processes
 - e. Experience in legal matters, including contracts, ordinances, resolutions, requests for proposals, managing the integrity of public process and working with county attorneys
2. Experience of Personnel
 - a. Experience, education and qualifications of key personnel with similar roles and projects
 - b. Demonstrated ability to successfully lead a project
3. Demonstrated Understanding and Proposed Approach
 - a. Completeness and clarity of response
 - b. Clear understanding of R&E and its operations
 - c. Clear understanding of the work tasks
 - d. Ability to complete projects in a timely manner

4. Cost Allocation
 - a. Reasonableness of costs
 - b. Total cost to Ramsey/Washington Recycling & Energy

R&E reserves the right to consider any additional information gathered by R&E or submitted by the Vendor to evaluate the submitted quote.

Submission of a quote by a Contractor will be judged to be the Contractor's acceptance of the evaluation approach and as Contractor recognition that some subjective judgments must be made by R&E staff during the evaluation process.

After completing the evaluation phase of the process, R&E will enter into financial negotiations. The final selection will be based on the satisfactory outcome of these negotiations. The award shall be made to the responsible Vendor whose quote is determined, at the R&E's sole discretion, to be the most advantageous to R&E. The lowest cost will not be the sole determining factor. After the contract has been awarded, R&E will notify the quote submitters of the outcome.

Contract Term

The initial term of the contract is expected to be begin on the date of execution through December 31, 2019.

Contract Budget

The total contract amount will not exceed \$50,000 for services provided during the initial contract term and all contract term extensions. The Vendor shall submit an invoice to R&E for each previous month's services. R&E makes no guarantee that there will be a need to expend the entire project budget.

General Contract Requirements

Contract Language

The Vendor must read the example contract language provided as Attachment 1. In order to enter into a contract with R&E, a Vendor must agree to include this language in the final contract.

Certificate of Insurance

The Vendor shall provide a current copy of its Certificate of Insurance.

General Comments

Vendors can attach any additional information that they feel would help R&E evaluate their submission at the end of the RFQ response. Please title this Attachment X – Additional RFQ Response Information.

Additional Attachments

Vendor's quote will consist of completion or acknowledgment of the following attachments.

Attachment 1 – R&E System and Technology Improvements

Attachment 2 – Contract Terms (Vendor to read R&E contract terms and sign the acknowledgement)

Attachment 3 – Solicitation Response Form

Attachment 4 – Contractor Information and Reference Form

Attachment 1 - Ramsey/Washington Recycling & Energy Board

The R&E Board purchased the R&E Center with the intent to evaluate and implement new technologies to improve performance to recover materials and energy from waste, and to assure that the East Metro achieves or exceeds a 75% recycling goal. Beginning with the three-year evaluation of whether to purchase the R&E Center, and continuing in 2016-2017, technologies and possible improvements have been under review.

- Determination of the specific materials to be recovered using pre-processing (metals, organics, plastics, cardboard).
 - Status: Materials that preprocessing would separate include:
 - Preprocessing to remove organics, metals, and plastics and potentially cardboard;
 - Preprocessing to remove durable compostable bags; and
 - Cleaning the non-ferrous stream to produce a higher value product.
 - As the work proceeds a process has been incorporated to identify specifically the materials to be separated through preprocessing.
- Completion of waste sorts targeting specific materials and accounting for seasonality and with or without bag breaker.
 - Status: Four waste sorts have been completed, and the results have been evaluated. The data will be used in work related to material and equipment selection.
- Conduct biological methane potential (BMP) tests on process residue to examine potential uses for residue in an AD system.
 - Status: BMP tests have been conducted on some materials, and will continue with more examination of residue.
- Research types of equipment that will separate the specific target materials for future procurement; including estimated recovery rates based on waste sort.
 - Staff and consultants have a thorough understanding of current equipment available from vendors. Significantly, new technologies have emerged using artificial intelligence that could make an important difference, and those developments are being closely tracked.

Since 2016 work has progressed on several of these elements, but the Joint Leadership Team and Consultants have also divided this comprehensive scope into several different projects that are proceeding at different rates. This approach recognizes advancements in technology, as well as needs of the R&E Center

For the remaining work the key projects include:

Conversion of RDF to Biofuels and Biochemicals (gasification) – The goal is to develop a pathway to procure one or more markets for R&E Center products, particularly RDF that include conversion to biofuels and/or biochemicals, preferably using gasification. A request for proposals (RFP) has been released and is available on the R&E Board’s website.

Pre-processing - The goal is to evaluate, design, construct and implement changes to the R&E Center to recover additional products of value, including organics and recyclables. Work includes:

- Analyzing residue for potential uses
- Designing a preprocessing system that fits at the R&E Center
 - Developing engineering, operational, policy and financial criteria for possible alternatives
 - Identifying and ranking recyclables that could be extracted using new technologies, including reliability of end markets

- Developing preliminary designs for (1) recovery of durable compostable bags and (2) preprocessing equipment that would be added to the R&E Center
- Conducting an engineering peer-review of designs
- Conducting a legal and risk analysis, an economic analysis, identifying the best procurement method(s), and outlining a funding mechanism.
- Some elements of preprocessing may be procured and added separately. At this time a specific timeline is not certain. For the majority of the work, which will likely include installation of a preprocessing line, it is likely that procurement and financing would occur in 2019, with construction in 2020-2021.

End Markets for Organics: Composting, Anaerobic Digestion – The goal is to evaluate and procure markets for organic materials collected and separated from waste at the R&E Center, including composting and anaerobic digestion in the analysis. This work includes evaluation of existing and potential end markets for organics that are source-separated as well as separated using preprocessing technology. Work includes:

- Identifying the specifications required for existing or potential markets for composting and anaerobic digestion.
- Reviewing anaerobic digestion technologies and working with other potential partners to identify procurement opportunities.
- Identifying potential partners for separation of durable compostable bags containing source separated organics.
- Outlining and joining with others to address policy issues associated with anaerobic digestion.
- Developing a timeline and procurement methodology for organics waste streams.

Existing Administration and Communications Building Modifications – The goal is to evaluate, design, construct and implement changes to the R&E Center that address administrative needs and create a welcoming and informative environment for employees and the public. The work includes:

- Identifying changes to the existing administrative building and projecting R&E needs for administrative support for all activities.
- Determining how best to develop a base of operations for communications activities, such as tours and schools visits.

Task	2018	2019	2020	2021
<i>Conversion of RDF to Biofuels and Biochemicals (gasification)</i>				
Procurement of private vendor	X			
<i>Pre-processing</i>				
Durable compostable bags – Partnerships, design	X			
Equipment and Technology review	X	X		
Preliminary designs and Engineering Peer Review	X	X		
Financing, Procurement		X		
Construction and acceptance			X	X
<i>End Markets for Organics: Composting, Anaerobic Digestion</i>				
Policy and partnerships	X			
Specifications, technologies		X		
Procurement			X	
<i>Existing Administration and Communications Building Modifications</i>				
Identify administrative and communications needs	X			
Design		X		
Construction, in coordination with other projects			X	

Attachment #2 – Contract Terms

The following terms are required when entering into a contractual relationship with R&E Board. Please acknowledge that you will agree to the following contractual terms.

Audits, Reports, Records and Monitoring Procedures

The Vendor will:

- (a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- (b) Agree that the R&E Board, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

Standards

- (a) The Contractor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- (b) Failure to meet the requirements of Section a. above may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation.

Vendor/Contractor Information Technology Usage Agreement

All vendors and contractors who access R&E Board information technology resources in the course of their work for the R&E Board are required to sign the Information Technology Usage Agreement (Exhibit 1) which becomes an attached exhibit to the contract. The vendors and contractors must ensure all their employees and agents comply with R&E Board's Information Technology Usage Agreement.

Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the Contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Chap.13, as amended and Rules implementing the Act. The Contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the Contractor.

Ownership of Materials and Intellectual Property Rights

Any research data, report, study, data base, photograph, audio or video recording, or other item or document, in whatever form (whether or not eligible for copyright, trademark, or patent protection) created or prepared by the Contractor in the performance of its obligations under this Agreement (the "Deliverables") are the exclusive property of the R&E Board. All right, title, and interest, including all intellectual property rights, in all Deliverables conceived or originated by the Contractor either individually or jointly with others are the property of the R&E Board and are by this Agreement assigned to the R&E Board.

The Contractor shall not use, willingly allow, or cause to have such Deliverables used for any purpose other than performance of its obligations under this Agreement without the prior express written consent of the R&E Board. All Deliverables shall be remitted to the R&E Board by the Contractor upon completion, termination, or cancellation of this Agreement.

Contractor warrants that any Deliverables will not infringe upon or violate any patent, copyright, trademark, or any other proprietary right, or misappropriates any trade secret, of any third party. Contractor shall defend, indemnify, and hold the R&E Board, its officials, employees, agents, and third party service providers harmless from and against any and all liability, losses, costs, damages, expenses, claims or actions and fees, including reasonable attorneys' fees (collectively, "Claims"), of any third party Claims that the use of the Deliverables by the R&E Board infringes or violates any copyright, patent, trademark or other proprietary right, or misappropriates any trade secret, of any third party existing under the laws of the United States or any state or territory thereof.

Nondiscrimination

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General R&E Board policy, every contract shall contain provisions by which the Contractor agrees to freedom from discrimination in employment.

Indemnity and Insurance

(a) Indemnity. The Vendor does hereby agree that it will defend, indemnify, and hold harmless the R&E Board, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the R&E Board may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.

(b) Insurance. The Vendor does further agree that in order to protect itself, as well as the R&E Board, it will at all times during the term of the Agreement have and keep in force:

- a. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the R&E Board's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The R&E Board, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities.
- b. Automobile coverage in the amount of the R&E Board's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- c. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. The R&E Board shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the Vendor and the R&E Board, and the R&E Board elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the R&E Board.

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of the R&E Board for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the R&E Board and shall not be considered employees of the R&E Board.

Neither the Vendor nor its employees will at any time be construed to be employees of the R&E Board. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

Subcontracting and Assignment

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of the R&E Board. Any assignment or novation may be made subject to such conditions and provisions as the R&E Board may impose.

If the Contractor subcontracts the obligations under this agreement, the Contractor shall be responsible for the performance of all obligations by the subcontractors.

Modifications

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the R&E Board and the Contractor shall not require written approval.

Merger

It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of the Agreement.

Firearms Prohibited

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the Vendor shall carry or possess a firearm on R&E Board premises or while acting on behalf of R&E Board pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the R&E Board under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

Performance

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the R&E Board, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Services not performed in accordance with the terms and conditions of RFQ and contract shall be

considered a material breach and shall be cause for be immediate termination by R&E Board. The Vendor shall not receive payment for work found by the R&E Board to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by the R&E Board to be unsatisfactory, the R&E Board shall provide Vendor with written notice describing the work found to be unsatisfactory in any reasonable respect and thirty (30) days to correct the unsatisfactory service performed. Vendor shall work with the R&E Board to correct the unsatisfactory service to R&E Board's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of the R&E Board, it shall be considered a material breach and shall be cause for be immediate termination by R&E Board.

Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the R&E Board 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, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the R&E Board. 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.

Certification

By signing this agreement, 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 five year-period preceding this agreement: 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 government) 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 government) 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 agreement, are in violation of any of the certifications set forth above; and
- (e) shall immediately give written notice to the contract manager should the 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 statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

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

Vendor acknowledgment

Signature: _____ **Date:** _____

Name: _____ **(Please print or type)**

Title: _____ **(Please print or type)**

Attachment 3 – Solicitation Response Form

Solicitation Title: Financial Advisor Services RFQ

The following shall be completed by the Contractor:

Contractor Company Name:

Total Number of Solicitation Pages:

Total Number of Pages in Contractor's Solicitation Response:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, R&E employees or R&E Board Members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Title: Financial Advisor Services RFQ

Attachment 4 – Contractor Information and Reference Form

The R&E requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date: