

Partnership on Waste and Energy Request for Proposals (RFP) For Lobbying Services on Waste Management Issues

Issued by:

Governing Board of the Partnership on Waste and Energy

Date: June 11, 2018

The issuance of this RFP constitutes only an invitation to submit a quote to the Governing Board of the Partnership on Waste and Energy (Partnership). It is not to be construed as an official and customary request for bids, but as a means by which the Partnership can facilitate the acquisition of information related to lobbying services on waste management issues. Any quote submitted, as provided herein, constitutes an indication to negotiate and NOT A BID.

Request for Proposals will be accepted no later than 4:00 p.m. CST on July 31, 2018.

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

TABLE OF CONTENTS

Introduction 3
 Purpose of RFP 3
 Background..... 3
Scope of Work 3
Contractor Qualifications..... 6
Instructions to Vendors 4
 RFP Questions and Clarifications..... 4
 Schedule of Events 4
 RFP Amendment..... 4
 RFP Response Format..... 5
 Quote Submission 6
 Quote Rejection or Acceptance..... 6
 Public Records 7
 Quote Costs 7
 Ownership of Materials Submitted 7
 Contract..... 7
 Quote Evaluation..... 7
 Contract Term 8
 Contract Budget 8
General Contract Requirements 8
 Contract Language..... 8
 Certificate of Insurance 8
 General Comments..... 8
 Additional Attachments 8
 Attachment 1 – Contract Terms..... 8

Introduction

Purpose of RFP

The Governing Board of the Partnership on Waste and Energy (Partnership) is requesting quotes from qualified lobbying firms to provide lobbying and intergovernmental services on waste management issues in accordance with the terms of this RFP. The successful contractor will represent the Partnership's interests at the Minnesota Legislature and with various state departments and commissions.

This RFP and the selected proposal(s) in response to this RFP 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 RFP and the successful proposal. For purposes of this RFP, the term "vendor," "contractor," "offeror," "consultant" and "proposer" are considered to have the same meaning.

Background and Description of the Governing Board of the Partnership on Waste and Energy

Hennepin, Ramsey and Washington Counties, Minnesota, have entered into a joint powers agreement to work together on common waste and energy issues. The three counties determined a need for collaboration in certain areas of waste and energy management, including legislation and policy development, communication and outreach, planning and evaluation of waste processing, and other selected programs. The result is the Partnership on Waste and Energy, which is led by a Governing Board, made up of a commissioner from each County. The Ramsey/Washington Recycling & Energy Board serves as the Administrative Agent for the Partnership. Principal staff from each county make up the Policy Staff.

The Partnership will focus its work in 2018 on policy development related to waste and energy issues. The Governing Board seeks to contract with a lobbying firm to represent the counties' interests at the legislature and with various state departments and commissions.

Scope of Work

The contractor shall carry out the following services throughout the term of the Agreement:

- a) Report to, and take direction from the Policy Staff.
- b) Attend a minimum of three Partnership on Waste and Energy Governing Board meetings and no fewer than three Policy Staff meetings per year.
- c) Stay in regular communication with Policy staff on legislative and policy development matters.
- d) Develop strategies for advancing issues that are raised by the Partnership in the course of waste management policy development. Provide strategy for implementing Partnership legislative principles.
- e) For any Partnership initiated legislation, identify and secure bill authors.
- f) Work with key legislative committee chairs, members and staff to advance the Partnership's legislative initiatives.
- g) Assist Policy Staff with the preparation and dissemination of background materials related to the Partnership legislative issues.
- h) Develop testimony with Policy Staff on waste management issues impacting the Partnership and its member counties. Identify commissioners and other testifiers and review testimony developed with Policy Staff with them. Attend hearings with testifiers.
- i) Coordinate with other organizations as appropriate on Partnership legislative issues, and work towards reaching consensus on these policy matters.

- j) Work with the Revisor’s office on language and develop support for changes desired
- k) Under direction of the Policy staff, serve as a central contact on Partnership legislative issues for stakeholder sectors including MPCA, Department of Commerce, Department of Agriculture, Public Utilities Commission, Department of Employment and Economic Development, AMC, other counties and the Governor’s office.
- l) Working with Policy Staff, attend meetings on legislative issues with other stakeholders
- m) Share the Partnership’s legislative platform specifics with Governor’s office staff and appropriate Administration officials.
- n) Work with other stakeholders and develop coalitions, as necessary, to advance the Partnership’s legislative and policy platform.

Instructions to Vendors

RFP Questions and Clarifications

Inquiries concerning any aspect of this RFP should be submitted by (postal or email). **The closing date for receipt of written questions will be 4:00 p.m. CST on June 22, 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 RFP page number and section number to which it relates.

Questions concerning this RFP should be sent to:

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

All questions and requests for clarification, and the Partnership’s response, will be posted on the Partnership website <http://morevaluelesstrash.com/partnership-vendor-opportunities/>.

Vendor proposals in response to this RFP will be accepted by the Partnership until 4:00 p.m. CST on July 31, 2018.

Schedule of Events

- | | |
|---|-----------------|
| • RFP released to vendors | June 11, 2018 |
| • RFP Q&A period ends 4:00 pm CST | June 22, 2018 |
| • RFP Q&A published | June 29, 2018 |
| • RFP responses due 4:00 pm CST | July 31, 2018 |
| • Vendor interviews (if necessary) | August 15, 2018 |
| • Contract negotiations and final award to vendor | September, 2018 |

RFP Amendment

The Partnership reserves the right to amend this RFP at any time. Changes to the RFP, if any, will be posted at <http://morevaluelesstrash.com/partnership-vendor-opportunities/>.

RFP Response Format

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

Partnership is not responsible for locating or securing any information that is not identified in the quote and reasonably available to Partnership. To insure that sufficient information is available, the vendor must furnish as part of the quote all descriptive material necessary for Partnership to determine whether the quote meets the requirements of the RFP.

Partnership 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 Partnership all such information and data for this purpose as Partnership may request. Partnership reserves the right to reject any quote if the evidence submitted by or the investigation of such vendor fails to satisfy Partnership 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 RFP 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 consultant must respond to the requirements listed in this section.

1. Cover Letter

Address the cover letter to:

Kelli Hall
Ramsey/Washington Recycling & Energy Board
2785 White Bear Avenue, Suite 350
Maplewood, MN 55109

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 e-mail address of contact person during period of quote evaluation;
- 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. Qualifications and Experience

Proposals should contain information reflecting but not limited to:

- a. Brief background of the company
- b. Qualifications for providing similar service and identify at least one public entity customer that you provide services to that is comparable to the Partnership's requirements. For each customer named, indicate: 1) number of years as customer, 2) contact names and numbers, 3) general type of business of customer, and 4) services your company provides.

- c. Provide resumes for project manager and key personnel or provide a description of the project manager and key personnel's experience and qualifications.

The consultant's quote should demonstrate understanding of the project goals. The consultant's quote must include a clear description of its capabilities to undertake the work scope.

3. Experience
4. Description of cost - Provide titles or classifications of personnel who may perform work and their hourly rates. Include additional expenses such as copying, mileage, travel and lodging (according to [GSA standards](#)), or others as appropriate.
5. References
Please provide the name, address and telephone number of at least three current or past customers. References should be for customers with requirements similar to those of Partnership. Partnership reserves the right to contact these references and discuss the client's level of satisfaction with the vendor and its products
6. Sub-Contractor Information
Provide sub-contractor's company name, address, contact person, and telephone number. Provide description of company, contact person, and key personnel's experience and qualifications.
7. Conflict of Interest
The consultant must identify any potential conflict of interest it may have with the Partnership, Hennepin County, Ramsey County, or Washington County, or any other party or entity that may be affected by the terms of this RFP and proposals.

Quote Submission

Proposals will be accepted by the Partnership until 4:00 p.m. CST on July 31, 2018. Proposals received after the due date and time will not be accepted and will be marked "LATE" and shall be returned to the vendor.

Vendors' proposals can be mailed or emailed to:

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

Vendor's proposals can 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

Partnership reserves the right to accept or reject any or all proposals and to waive any defects or technicalities or to advertise for new proposals where the acceptance, rejection, waiving, or advertising of such would be in the best interest of the Partnership. The Partnership reserves the right to reject proposals

based on the evaluation of submitted materials and reserves the right to not be bound to select the quote with the lowest bid. The Partnership 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 to for 120 days. However, a quote may be withdrawn any time prior to the expiration of 120 days.

Public Records

Partnership is aware that information contained in the proposals indicates the vendor's current operations. Proposals 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 RFP 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 RFP response.

Quote Costs

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

Ownership of Materials Submitted

All proposals submitted become the property of the Partnership and will not be returned.

Contract

The Partnership reserves the right not to contract with any Contractor. If the Partnership decides to contract, the Partnership will contract with the vendor whose response best meets the needs of the Partnership. The Partnership reserves the right to contract with other than the lowest priced quote.

Quote Evaluation

Evaluation of proposals will be conducted by Partnership staff. The following will be taken into account:

1. Cost – 50% of total score
2. Experience of Firm and Personnel – 40% of total score
3. Personnel Assigned to Partnership work– 10% of total score

The Partnership reserves the right to consider any additional information gathered by the Partnership or submitted by the vendor to evaluate the submitted quote.

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

After completing the evaluation phase of the process, Partnership 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 Partnership's sole discretion to be the most

advantageous to Partnership. The lowest cost will not be the sole determining factor. After the contract has been awarded, Partnership will notify the quote submitters of the outcome.

Contract Term

The anticipated term of the agreement shall begin upon execution and shall continue for three years, with the opportunity at the end of that term for one two-year renewal.

Contract Budget

The total contract amount will not exceed \$25,000 per year, and \$75,000 for the three year term. The vendor shall submit an invoice to the Partnership at the completion of services or other negotiated payment schedule. The Partnership 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 Partnership, a vendor must agree to include this language in the final contract.

Certificate of Insurance

The vendor shall provide a current copy of the company's Certificate of Insurance.

General Comments

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

Additional Attachments

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

Attachment 1 – Contract Terms (Vendor to read Partnership contract terms and sign the acknowledgement)

Attachment 1 – Contract Terms

The following terms are required when entering into a contractual relationship with Partnership. 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 Partnership, 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 Contactor 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 Partnership information technology resources in the course of their work for the Partnership are required to sign the Information Technology Usage Agreement (Exhibit 1) which becomes an attached exhibit to the contract. The vendor and contractors must ensure all their employees and agents comply with Partnership's Information Technology Usage Agreement.

Material, Work Performance and Ownership of Work Product(s)

Partnership agrees that contractor owns all rights, title and interest, including copyright, trade secret and all other intellectual property rights in the software provided and any changes, modifications or corrections to the Software except to that software specifically excluded by this provision, and the Partnership shall have a non-exclusive perpetual license to contractor's software and for the purpose of operating and maintaining the Contractor equipment. Any other work product, including but not limited to, software programs containing Partnership data, documentation, memoranda, correspondence, and files generated by the contractor in the course of this work for the Partnership shall be the sole property of the Partnership. All such work product must be surrendered to the Partnership at the completion of the Agreement. Work product which is subject to the Government Data Practices Act, Minnesota Statutes, Chapter 13 and regulations thereto must not be removed from the Partnership's worksite.

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.

Nondiscrimination

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General Partnership 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 Partnership, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the Partnership 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 Partnership, 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 Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The Partnership, 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 Partnership'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 Partnership 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 Partnership, and the Partnership 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 Partnership.

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 Partnership 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 Partnership and shall not be considered employees of the Partnership.

Neither the Vendor nor its employees will at any time be construed to be employees of the Partnership. 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 Partnership. Any assignment or novation may be made subject to such conditions and provisions as the Partnership 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 Partnership 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 Partnership premises or while acting on behalf of Partnership 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 Partnership 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 Partnership, 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 RFP and contract shall be considered a material breach and shall be cause for be immediate termination by Partnership. The Vendor shall not receive payment for work found by the Partnership 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 Partnership to be unsatisfactory, the Partnership 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 Partnership to correct the unsatisfactory service to Partnership's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of the Partnership, it shall be considered a material breach and shall be cause for be immediate termination by Partnership.

Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the Partnership 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 Partnership. 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 three 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)**