



## Meeting Notice

Date: Thursday June 7, 2018  
Time: 1:00 p.m.  
Location: Ramsey County Environmental Health: 2785 White Bear Ave,  
Maplewood – Third Floor

### AGENDA

- |  |             |         |
|--|-------------|---------|
| 1. Introductions                               |             |         |
| 2. Approval of Agenda                          | Action      | Page 1  |
| 3. Approval of Minutes of January 25, 2017     | Action      | Page 2  |
| 4. Business                                    |             |         |
| a. 2018 Legislative Session review             | Information | Page 4  |
| b. Adjustment to the 2018 Partnership Budget   | Action      | Page 8  |
| c. Agreement with Great Plains Institute, Inc. | Action      | Page 13 |
| d. RFQ for Waste Management Lobbying Services  | Action      | Page 22 |
| e. Approve Adjustment to 2018 Meeting Schedule | Action      | Page 37 |
| 5. Other                                       |             |         |
| 6. Adjourn                                     |             |         |



**THURSDAY, JANUARY 25, 2018  
MINUTES**

A meeting of the Partnership on Waste and Energy was held at 12:15 p.m. on Thursday, January 25, 2018 at the Ramsey County Library – Maplewood, 3025 Southlawn Drive, Maplewood, Minnesota.

**MEMBERS PRESENT**

Commissioner Peter McLaughlin – Hennepin County  
Commissioner Victoria Reinhardt – Ramsey County  
Commissioner Fran Miron – Washington County

**ALSO ATTENDING**

Kelli Hall, Tony Hainault, Zack Hansen, Judy Hunter, Randy Kiser, Ramsey County Commissioner Mary Jo McGuire, Dave McNary, Jessica Paquin, John Ristad, Katie Shaw, Nikki Stewart, Rob Vanasek, Sam Walseth, Kris Wehlage

Introductions were made.

**CALL TO ORDER/APPROVAL OF THE AGENDA**

Chair Reinhardt called the meeting to order. Commissioner Miron moved, seconded by Commissioner McLaughlin, to approve the agenda.

Roll Call:        Ayes: 3        Nays: 0        Motion Carried.

**APPROVAL OF THE DECEMBER 15, 2017 MINUTES**

Commissioner McLaughlin moved, seconded by Commissioner Miron, to approve the December 15, 2017 minutes.

Roll Call:        Ayes: 3        Nays: 0        Motion Carried.

**BUSINESS**

**Selection of Energy Lobbyist**

Zack Hansen said that at the December 15, 2017 meeting, the Governing Board authorized the issuance of a request for qualification (RFQ) for energy lobbying services. Responses were received from four entities:

- Capitol Hill Associates, Inc.
- Fryberger Law Firm

- Goff Public Relations
- Molly Pederson

Staff from the three counties reviewed the responses and were in consensus on recommending Fryberger Law Firm.

Commissioner Miron moved, seconded by Commissioner McLaughlin, that the Governing Board hereby approves the selection of the Fryberger Law Firm as the Partnership’s Energy Lobbyist.

The Governing Board hereby authorizes the Administrative Agent to execute an Agreement with the Fryberger Law Firm upon approval as to form by the County Attorney, in the amount of \$21,975 for a term of February 1, 2018 through December 31, 2018, with the option for up to two one-year renewals.

Roll Call:       Ayes: 3       Nays: 0       Motion Carried.

**2018 Partnership Legislative Platform**

Dave McNary said that staff from the three counties and lobbyists have prepared a platform for consideration from the Governing Board. He briefly went through the platform.

Commissioner McLaughlin moved, seconded by Commissioner Miron, that the Governing Board hereby approves the 2018 Partnership Legislative Platform with the deletion of the “Update Solid Waste Statutes and Rules” and reordering in a logical progression.

Roll Call:       Ayes: 3       Nays: 0       Motion Carried.

**ADJOURN**

Commissioner Reinhardt adjourned the meeting.

ATTESTED TO:

Approved: \_\_\_\_\_  
                                June 7, 2018

Approved: \_\_\_\_\_  
                                June 7, 2018



## **REQUEST FOR GOVERNING BOARD ACTION**

**Meeting Date:** June 7, 2018

**Item Number:** 4.a.

**Subject:** 2018 Legislative Session Review

**Type of Item:** Information

**Action Requested:** None

**Summary:** The 2018 Legislative Session concluded on May 21, 2018. The attached summary provides information about bills of interest to the Partnership on Waste & Energy.

**Attachments:** Legislative Update – June 2018

**Financial Implications:** None

**Authorized Signatures:**

Staff:

---

Hennepin County

---

Ramsey County

---

Washington County



PARTNERSHIP ON  
WASTE AND ENERGY  
HENNEPIN | RAMSEY | WASHINGTON

### Legislative Update – June 2018

**Context:** The Legislature adjourned sine die and closed the 2017-18 Legislative Session on Monday, May 21. While legislators did complete some last-minute work on a tax bill and an omnibus budget bill, as anticipated the Governor rapidly vetoed this legislation. Several bills still await gubernatorial action. The end of session was marked by a significant amount of partisan rhetoric and vitriol.

This document highlights bills of interest to the Partnership on Waste and Energy. Hennepin, Ramsey, and Washington County staff and contract lobbyists worked closely together, along with other county staff and contract lobbyists, to ensure that Partnership issues and interests were tracked and addressed.

- **State funds for local projects:** [HF 3078](#) (Heintzeman)/[SF 2632](#) (Ruud) would have amended the requirements of applications made by cities, counties, solid waste management districts and sanitary districts to the MPCA for financial assistance (CAP program) to develop and implement solid waste management projects that provide alternatives to waste disposal, including waste reduction, recycling, and waste processing. The language would have made it more difficult for counties to qualify for CAP program bonding dollars. The Partnership opposed this bill and worked with AMC, SWAA, and other stakeholders on improvements. The Partnership and counties did reach agreement with the National Waste and Recycling Association (NWRA – haulers and landfills) on compromise language that would solve this years-long fight. **Not enacted.**
- **EAB Wood Waste:** [HR 3749](#) (Mahoney)/[SF3577](#) (Senjem) would have created an emerald ash borer (EAB) removal grant program, and would have provided millions in funds from the renewable development account to support Saint Paul District Energy in processing wood waste resulting from EAB infestation. Commissioner Reinhardt and representatives of St. Paul District Energy testified on March 21<sup>st</sup> at the House Committee on Job Growth and Energy Affordability Policy and Finance in support of the bill. Hundreds of thousands were included in omnibus supplemental. **Not enacted.**
- **E-Waste:** The MPCA policy bill ([HF 3666](#) (Fabian)/[SF 2857](#) (Ruud)) originally included provisions to clarify the Minnesota Electronics Recycling Act. Counties supported this language in hopes of moving closer to being fully reimbursed for the costs of the e-waste program including collection and transportation costs. Other bills related to e-waste include [HF 3136](#) (Clark) /[SF 3149](#) (Bigham). **Not enacted.**
- **Organized Collection:** [HF 3095](#) (Smith) [SF 2697](#) (Hall) modified provisions for organized collection by cities addressing timing and the formation of a consortium of haulers. The League of Minnesota Cities worked with haulers on compromise language. The Partnership stayed neutral on the bill, as there was no State pre-emption of local control. **This bill was enacted as [Chapter 177](#).**
- **Local Recycling Development Grant (LRDG) Matching Funds:** [HF 3153](#) (Loonan)/[SF 2921](#) (Draheim) arose from a Scott County desire to change grant matching language from “county” to “local.” The county wanted to partner with private entities and count the private funds toward the county’s required match. The Partnership had soft opposition to this, due to concerns about opening the LRDG law. Ultimately, this action did not spark any additional LRDG concerns. **This bill was enacted as [Chapter 134](#).**
- **Preemption of Local Regulations:** [HF 3606](#) (Christensen)/[SF 3135](#) (Hall) would have prohibited local regulation of food take-out containers, plastic bags, etc. The bill was opposed by the Partnership as it would have taken local control away. **Not enacted.** [HF 3278](#) (Dettmer)/[SF 3003](#) (Anderson, B.) would have allowed the Minnesota Army National Guard to

locate camps regardless of state or local laws, ordinances, or environmental protections. The Partnership platform opposes legislation that limits, prohibits, or interferes with a county's ability to implement any component of its solid waste plans. **Not enacted.**

- **Recycling Rebate:** [HF 2282](#) (Keil)/[SF 1940](#) (Senjem) would have allowed resource recovery facilities to receive get a solid waste management tax rebate for recyclables removed from trash as it is processed. Currently, recyclables are not subject to the solid waste management tax when collected, but there is no compensation when resource recovery facilities are able to pull recyclables out during processing. The Partnership platform supports solid waste management tax rebates to entities that recover, recycle, or reuse material from which the solid waste management tax has already been remitted. **Not enacted.**
- **SCORE:** [HF 2088](#) (Uglen) and [SF 1650](#) (Ruud) would have increased the proportion of the solid waste management tax allocated to SCORE. The Partnership secured a Senate Environment and Natural Resources Finance hearing on this topic, and Commissioner Miron and Ottertail Commissioner Johnson testified on SCORE and county solid waste funding. **Not enacted.**
- **Biomass and Biofuels:** The Partnership is interested in biomass for its potential to provide clean energy using trash as a resource. The Partnership legislative platform supports continued state recognition of solid waste as a renewable fuel, as well as state financial support for waste and energy industries to use public and private solid waste facilities as a part of their sustainable renewable energy resource programs, including production of biofuels. Several bills proposed changes and adjustments in this arena:
  - **Biomass Definitions:** [HF 4133](#) (Anderson) / [SF 3536](#) (Weber) would have created new definitions of biomass and made adjustments to biomass production incentives. **Not enacted.**
  - **Compensation for Businesses Impacted by Biomass Plant Closure:** [HF 4114](#) (Miller), and [HF 4118](#) (Miller)/[SF 3290](#) (Lang) would have provided \$40 million in financial awards from the Renewable Development Account to private businesses negatively impacted by the closure of a biomass facility in Benson, Minnesota. This plant opened in response to the 1994 mandate for Xcel to develop renewable energy in connection with the authority to store nuclear waste at the Prairie Island Nuclear Power Plant. The Benson biomass plant was closed along with a facility on the Iron Range when the 2017 allowed Xcel to end the Agreements for these mandated plants ahead of schedule. The bill would have compensated businesses who received material from or to delivered material to the biomass plant. **Not enacted.**
  - **Prairie Island Indian Community Net Zero Project:** [HF 4990](#) (Haley)/[SF 4059](#) (Gogin). The Prairie Island Community is seeking to make itself energy neutral through a series of strategic investments. The project calls for grants to be made from the Renewable Development Account in years 2019 through 2024. Total funding from the Renewable Development Account would have amounted to \$40 million. **Not enacted.**
  - **Energy Storage Systems, Cost-Benefit Analysis:** [HF 4046](#) (Rarick)/[SF 3266](#) (Osmek) would have created a program to undertake a cost benefit analysis of energy storage systems. This work would have been funded by \$150,000 from the Renewable Development Account. **Not enacted.**
  - **Advanced Biofuel Production:** [HF 3442](#) (Backer)/[SF 2893](#) (Westrom) would have modified the eligibility criteria for the existing Advanced Biofuel Production Incentive Program. This program, established in 2015, defines advanced biofuels as a renewable fuel other than ethanol from corn starch that has lifecycle greenhouse gas emissions at least 50 percent lower than baseline. The changes would have reduced the amount of advanced biofuels that a facility must produce in order to receive the incentive, and also broadened the types of biofuels that are eligible to participate. The bill also proposed changes to eligibility requirements for the Renewable Chemical Production Incentive Program. **Not enacted.**

- **Legislative approval for MPCA fees:** [HF 2940](#) (Bliss) /[SF 2637](#) (Ingebrigtsen): would have made MPCA fees subject to legislative approval. Current law allows the MPCA to collect fees only sufficient to cover the reasonable costs of reviewing and processing applications and issuing certifications, but legislative approval is not required. **Not enacted.**
- **Solar panel product stewardship:** [HF 3333](#) (Scott) would have created a product stewardship program for solar photovoltaic modules (a.k.a. solar panels), including methods to reduce waste generation, promote recycling, and handle agreements to collect, transport, and process panels for end-of-life recycling. The bill also required data collection and reporting, and required the MPCA to provide a list detailing which producers participated and which did not. Local governments could opt in to participating in a stewardship program. The Partnership platform supports product stewardship programs. **Not enacted.**
- **Freeway Landfill Cleanup:** A problematic site for many years, the Freeway Landfill and Dump in Burnsville accepted waste until 1990 and has been the subject of extensive MPCA work – including nearly 20 years of negotiations to enter into the state’s Closed Landfill Program. [HF 3341](#) (Peterson)/[SF 3704](#) (Hall) would have provided \$53.763 million in funding to the MPCA to assist in the cleanup of the Freeway Landfill. A portion of the appropriation was from the state’s general fund, and a portion was from bonds. [HF 3327](#) (Masin)/[SF 2956](#) (Carlson) would have provided \$52.763 million for this purpose, and allowed MMB to determine where the funding comes from. Not included in either chamber’s bonding bill due to ownership issues. **Not enacted.**
- **Crumb Rubber in Asphalt:** [HF 3981](#) (Anderson, P.) /[SF 3489](#) (Westrom) would have created a pilot program to test incorporating crumb rubber from scrap tires in asphalt for road projects. MnDOT would report to the legislature about how the test sections performed compared to a conventional asphalt mix, along with a cost comparison. The Partnership platform supports partnerships to identify key steps to assure markets for recyclables that are local, reliable, economically viable, and protective of Minnesota’s resources. **Not enacted.**
- **Demolition Landfills:** [HF 4070](#) (Fabian)/[SF 3752](#) (Johnson) would have allowed counties to issue permits for existing demolition landfills until a new permit is issued by the MPCA under new rules. The bill also required the MPCA to utilize existing appropriations to evaluate groundwater quality at existing demolition landfills, and to report back about pollutants that may be naturally occurring, or the result of other activities not related to the demolition landfill. Demolition landfills have long been a source of contention with the MPCA, particularly in Greater Minnesota. This bill would have allowed counties to circumvent the MPCA process until the MPCA takes action. **Not enacted.**
- **PUC Evaluation:** [SF 3760](#) (Bigham) would have required the Public Utilities Commission to consider various employment-related outcomes when considering and evaluating certificate of need and other proceedings. Changes to PUC proceedings could have an impact for Partnership counties and activities. **Not enacted.**

**Various Local Project Grants:** Three counties sought significant capital assistance program (CAP) appropriations for improvements to their facilities. Partnership staff monitor local funding bills and CAP bills. For Becker County, [HF 3099](#) (Marquart)/[SF 2797](#) (Eken) requested funding for buildings to store and process large, bulky materials that must be deconstructed before shipping to recycling facilities. **Enacted.** For Otter Tail County, [HF 2756](#) (Nornes)/[SF 2766](#) (Ingebrigtsen) requested funding to retrofit an existing recycling facility into a single-sort facility. **Not enacted.** For Clay County, [HF 173](#) (Lien)/[SF 53](#) (Eken) requested funds for a resource recovery and problem materials facility. **Not enacted.** In addition to these CAP appropriations, \$600k for capital improvements at the Ramsey/Washington Recycling & Energy Center was added in to the supplemental appropriations bill that was ultimately vetoed. **Not enacted.**



## **REQUEST FOR GOVERNING BOARD ACTION**

**Meeting Date:** June 7, 2018

**Item Number:** 4.b.

**Subject:** Adjustment to 2018 Partnership Budget

**Type of Item:** Action

**Action Requested:** 1. Approve the adjustment to the 2018 Partnership Budget

**Summary:** Section 5.2.4. of The Joint Powers Agreement (JPA) that creates the Partnership on Waste and Energy provides direction on an annual budget:

5.2.4. The Governing Board shall develop and approve an annual budget (for the calendar year January 1 to December 31) at its first official meeting, and at a fall meeting in subsequent years.

5.2.4.1. The budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties.

5.2.4.2. The Parties shall make their contributions to the Administration Agent by February 28<sup>th</sup> of each year.

Staff prepared a 2018 budget, which was approved by the Governing Board at its meeting on December 15, 2017 (Resolution PWE 2017-1). The Staffing and Administration portion of the budget was provided by Ramsey/Washington Recycling & Energy (R&E) staff, who estimated staff time related to Partnership activities. As 2018 has progressed, staff are projecting less administrative cost than originally budgeted, and is recommending a budget adjustment. There are also slight savings in the Contracts portion of the budget. The total estimated savings in 2018 is \$53,490. The projection for 2018 for administrative costs is shown on a table on the following page.

The JPA, in outlining the duties of the Partnership, includes these three items:

5.1.1.1 Provide the opportunity for coordination of county waste programs by staff.

5.1.1.2 Examine and coordinate energy related issues in common to the Parties.

5.1.1.3 Coordinate and examine emerging technologies for waste and resource management.

Hennepin County and the R&E are both closely examining and intend to pursue



the development of anaerobic digestion technology for management of organic wastes separated from the waste stream. Another item on the Governing Board agenda addresses a project to further the parties' pursuit of that technology.

Staff recommend that the 2018 Partnership budget be adjusted to dedicate \$50,000 of the projected \$53,490 savings to the anaerobic digestion project. Attached to this item is the recommended 2018 adjusted budget.

**Partnership on Waste and Energy  
2018 Year-End Projection Report  
As of April 20, 2018**

<u>Category, Item, Description</u>	<u>2018 Approved Budget</u>	<u>Year-end Projection</u>	<u>Variance</u>
<u>Staffing and Administration</u>			
- Planning Specialist Salary, 25%	\$26,000	\$21,400	\$ 4,600
- Intern, 75%	\$25,000	\$ 9,000	\$16,000
- Accounting Manager, 8%	\$10,300	\$ 4,400	\$ 5,900
- Contract Manager, 5%	\$ 5,080	\$ 4,000	\$ 1,080
- Communications Staff, 10%	<u>\$25,000</u>	<u>\$ 0</u>	<u>\$25,000</u>
Staffing and Administration Subtotal	\$91,380	\$38,800	\$52,580
<u>Contracts</u>			
- Insurance, MCIT	\$ 2,000	\$ 1,115	\$ 885
- RethinkRecycling.com, MOD	\$ 15,500	\$ 12,500	\$ 0
- Lobbying Contract –Capitol Hill	\$ 50,000	\$ 50,000	\$ 0
- Lobbying Contract – Fryberger	<u>\$ 25,000</u>	<u>\$ 24,975</u>	<u>\$ 25</u>
Contracts Subtotal	\$ 92,500	\$ 91,590	\$ 910
 Grand Total	 \$183,880	 \$130,390	 \$53,490

- Attachments:**
1. Draft Resolution
  2. Recommended Adjustment to the 2018 Partnership Budget

**Financial Implications:** The recommended 2018 budget adjustment would provide funding for a waste and energy related project that would benefit Partnership members. No additional funds from either Hennepin County nor Ramsey/Washington Recycling & Energy are needed.

**Authorized Signatures:**

Staff:



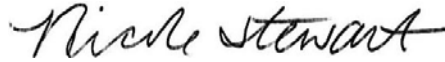
---

Hennepin County



---

Ramsey County



---

Washington County

Approved as  
to Form:



---

Assistant County Attorney



**Resolution PWE-2018-\_\_**

**Adjustment to 2018 Partnership Budget**

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (“Partnership”) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Partnership budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties; and

WHEREAS, A 2018 budget for the Partnership was presented by county staff and approved by the Governing Board at its meeting on December 15, 2017 (Resolution PWE-2017-1); and

WHEREAS, Staff recommend that adjustments be made to the approved 2018 Partnership budget because projections show that there will be savings in a number of items. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the adjustment to the 2018 Partnership Budget.

\_\_\_\_\_  
Chair, Governing Board

June 7, 2018  
Date

\_\_\_\_\_  
Attest, Vice Chair

June 7, 2018  
Date



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

**2018 Partnership on Waste and Energy Budget**

	<b>2018 Approved Budget</b>	<b>2018 Amended Budget #1</b>
<b>APPROPRIATIONS:</b>		
<b>Staffing and Administration</b>		
Planning Specialist	26,000	24,890
Intern	25,000	9,000
Accounting Manager	10,300	4,400
Contract Manager	5,080	4,000
Communication Staff	25,000	-
<b>Total Staffing and Administration</b>	<b>91,380</b>	<b>42,290</b>
<b>Contracts</b>		
Insurance, MCIT	2,000	1,115
RethinkRecycling.com and Business guide MOD	15,500	15,500
Lobbying Contract - Waste, Capitol Hills Association	50,000	50,000
Lobbying Contract - Energy Fryberger	25,000	24,975
Anaerobic Digestion Contract	-	50,000
<b>Total Contracts</b>	<b>92,500</b>	<b>141,590</b>
<b>Total Appropriations</b>	<b>183,880</b>	<b>183,880</b>
<b>REVENUE:</b>		
SWMCB *	15,500	15,500
Recycling and Energy Board	84,190	84,190
Hennepin County	84,190	84,190
<b>Total Revenue</b>	<b>183,880</b>	<b>183,880</b>

\* Paid by SWMCB; unspent funds will carry over into next fiscal year for specified projects



## **REQUEST FOR GOVERNING BOARD ACTION**

**Meeting Date:** June 7, 2018

**Item Number:** 4.c.

**Subject:** Agreement with Great Plains Institute, Inc.

**Type of Item:** Action

**Action Requested:**

1. Approve the Agreement with Great Plains Institute, Inc. with a term of June 7, 2018 through May 31, 2019, in an amount not to exceed \$50,000.
2. Authorize the Chair to execute the agreement upon approval as to form by the county attorney.

**Summary:** Anaerobic digestion (AD) is a technology that captures the carbon in a feedstock, such as organic waste, and converts it to a biogas, which can be used as fuel. Several anaerobic digesters already exist in Minnesota, using various feedstocks, such as manure, sewage sludge, paper mill waste, or food processing waste to produce biogas which is used as a renewable fuel. Incentives exist in state law to promote further development. Hennepin County and the Recycling & Energy Board (R&E Board) have expressed strong interest in using AD as a technology to manage source separated or mechanically separated organic waste. Stakeholders in Minnesota have a range of opinions regarding AD, both in terms of its role in the energy system and its role in the waste hierarchy.

Staff have been working with various stakeholders on exploring this technology. One of the more receptive forums has been the Bioeconomy Coalition of Minnesota, which is administered by the Great Plains Institute, Inc. The bioeconomy is associated with the conversion of bio-based feedstocks, such as agricultural and forest materials, municipal and livestock waste, into products like biofuels, renewable chemicals and heat. The Bioeconomy Coalition of Minnesota brings together stakeholders involved in the bioeconomy to collaborate and grow the industry. The coalition has been very receptive of efforts from the public and private sector to use anaerobic digestion as a technology to manage organic wastes and generate biofuels.

While anaerobic digestion using organic waste as a feedstock is established in Europe and parts of the United States, there are a variety of barriers to advancing this technology in Minnesota. Staff have had discussions with state agencies, the waste and energy industry, economic development entities and others to determine interest in identifying and addressing these barriers. As a result, staff propose a project to gather information and seek to build consensus about how to move this technology forward in Minnesota.

This project will proceed in two phases. The first phase of this evaluation will identify environmental, economic, energy, and regulatory related issues to assist policy-makers in advancing the use of AD technology in Minnesota. The second phase of this project will convene key stakeholders and hold a dialogue about the technology, and seek consensus on the role of the technology going forward. The intended audience is state agencies, counties, and public sector solid waste management, universities or private sector companies conducting research, and current and potential private sector AD developers.

The Great Plains Institute, as the convener of the Bioeconomy Coalition of Minnesota, is uniquely situated to lead the gathering of this information, convene a wide range of stakeholders, and provide outcomes in a reasonable timeframe. Staff, therefore, recommend that the Governing Board approve a contract with the Great Plains Institute to proceed with this work.

- Attachments:**
1. Draft Resolution
  2. Agreement with Great Plains Institute, Inc.

**Financial Implications:** Upon adjustment of the approved 2018 Partnership budget funding is available for this Agreement.

**Authorized Signatures:**



Staff:

\_\_\_\_\_  
Hennepin County



\_\_\_\_\_  
Ramsey County



\_\_\_\_\_  
Washington County

Approved as  
to Form:



\_\_\_\_\_  
Assistant County Attorney



**Resolution PWE-2018-\_\_**

**Agreement with Great Plains Institute, Inc.**

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (“Partnership”) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Governing Board may negotiate, enter, and enforce contracts necessary to accomplish the purposes set forth in the JPA; and

WHEREAS, The R&E Board and Hennepin County are evaluating new technologies for managing waste and recyclables, including anaerobic digestion; and

WHEREAS, There is a need to gather more information about anaerobic digestion from an environmental, economic, energy and regulator perspective, and to frame discussions about advancing the use of this technology in waste management; and

WHEREAS, The Great Plains Institute, as the convener of the Bioeconomy Coalition of Minnesota, is uniquely situated to lead the gathering of this information, convene a wide range of stakeholders, and provide outcomes in a reasonable timeframe. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the Agreement with Great Plains Institute with a term of June 7, 2018 through May 31, 2019, in an amount not to exceed \$50,000. BE IT FURTHER

RESOLVED, The Governing Board hereby authorizes the Chair to execute the agreement upon approval as to form by the county attorney.

\_\_\_\_\_  
Chair, Governing Board

June 7, 2018  
Date

\_\_\_\_\_  
Attest, Vice Chair

June 7, 2018  
Date

**Agreement between  
Governing Board of the Partnership on Waste and Energy and  
Great Plains Institute**

THIS AGREEMENT made and entered into by and between the Governing Board of the Partnership on Waste and Energy, hereinafter referred to as the “Partnership”, and Great Plains Institute, Inc, 2801 21<sup>st</sup> Avenue South, Minneapolis, MN 55407 a Minnesota non-profit institution, referred to as “Contractor” or “Vendor”.

**1. Term**

The term of the Agreement shall be June 7, 2018 through June 30, 2019.

**2. Cost/Payment**

- a) The Contractor shall submit a monthly invoice to the Partnership detailing the
  - i. work task performed during the invoice period and time spent on each task by person,
  - ii. direct expenses, and
  - iii. other, as appropriate, as outlined below under Contractor Obligations.
- b) The Partnership shall pay such invoice within 30 days unless there is a dispute in which case the invoice will be paid 30 days following resolution of the dispute. The Contractor will complete the work below on a time and expense basis, based on the billing rates listed in Section 4.
- c) If applicable, invoices shall show applicable Minnesota sales tax of 6.875% separately.
- d) No payment will be made until the invoice has been approved by the Partnership.
- e) The Partnership shall pay the Contractor a maximum not to exceed fee of \$50,000, inclusive of expenses.
- f) Contractor will be reimbursed at an hourly rate based on the hourly rates listed in Section 4.
- g) Pursuant to Section 11, below, the Contractor may sub-contract for research and evaluation tasks upon written approval of Partnership staff, and will be reimbursed those direct costs with no mark-up rate applied.
- h) The R&E Board will reimburse direct costs for copying and mileage with no mark-up rate applied.
- i) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**3. Hourly Rates and Personnel**

The following hourly rates will apply to work performed by the Contractor. Hourly rates below are valid for the term of the agreement.

- Brendan Jordan, Vice President, \$125/HR
- Katelyn Bocklund, Program Assistant, \$50/HR
- Dane McFarlane, Senior Research Associate, \$75/HR
- Program Assistant TBD, \$50/HR
- Intern TBD, \$25/HR

**4. Contractor Obligations**

**The Partnership agrees to purchase, and the Contractor agrees to furnish, services as set forth below:**

Phase 1: Analyze information about anaerobic digestion technology (AD) – Completed by September 14, 2018.



- A. Finance, policy, and regulatory information
  - i. Identify key economic influences, economic value propositions and indicators, and issues associated with AD. This includes federal and state tax credits, incentives, and subsidies, as well as other economic tools and factors that affect the economics of AD development and operation.
  - ii. Identify key environmental issues, any related regulatory issues and experience in Minnesota and elsewhere.
  - iii. Identify fuel consumption in Minnesota and how biogas could offset that.
  - iv. Prepare a written report that summarizes this information
- B. Inventory existing information – Using information from previous and recent feasibility studies and reports:
  - i. Summarize existing AD facilities in Minnesota.
  - ii. Summarize different AD technologies in use in North America and Europe.
  - iii. Identify which feedstocks are most appropriate for different AD technologies.
  - iv. Outline at least one case study for a reference facility for each technology type that uses solid waste or the organic portion of solid waste as a feedstock.
  - v. Identify information gaps in the literature about technologies.
  - vi. Prepare a written document that describes the findings.
- C. Gather additional information.
  - i. An engineering firm will gather information specific to the gaps identified in the inventory of existing information
  - ii. Prepare a written document that describes the additional information
- D. Analysis – Using information gathered in this phase, identify:
  - i. What policy and regulatory issues must be addressed for an ideal AD project to pencil out economically?
  - ii. What business structure, product (fuels vs. electricity vs. heat), and investments would make an AD project viable?
  - iii. What research needs are critical in moving projects forward?

Phase 2 - Build awareness, and possibly consensus, regarding the use of AD for waste and recycling in Minnesota among stakeholders. Completed by June 30, 2019.

- A. Review with Partnership staff a list of potential task force and stakeholder membership to participate in this phase.
- B. Gather stakeholders, conduct interviews, share information with stakeholders to address these issues:
  - i. How can AD best fit into Minnesota’s energy and waste system future?
  - ii. What are the characteristics of an AD project that can enjoy broad stakeholder support?
- C. Make recommendations to policymakers and regulators on the specific steps that should be taken to facilitate the development of new AD projects in the state.

## 5. Audits, Reports, Records and Monitoring Procedures

The Contractor 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

#### **9. 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:

- i. 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.
- ii. 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.
- iii. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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 RFQ and contract shall be considered a material breach and shall be cause for 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.

**15. 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.

**13. Termination**The Partnership may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement the Partnership may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

The Partnership may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**14. Interpretation of Agreement; Venue**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**15. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

**GREAT PLAINS INSTITUTE, INC.**

By: Rolf Nordstrom  
Rolf Nordstrom (May 30, 2018)

Date: May 30, 2018

Title: President & CEO

Federal ID No.: 41-1921126

**GOVERNING BOARD OF THE PARTNERSHIP ON WASTE AND ENERGY**

By: \_\_\_\_\_  
Partnership Chair

Date: June 7, 2018

Attest to: \_\_\_\_\_

Date: June 7, 2018

**Recommended By Partnership Policy Staff**

By: \_\_\_\_\_  
Zack Hansen, Ramsey County

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nicole Stewart, Washington County

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dave McNary, Hennepin County

Date: \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_  
Assistant County Attorney



## **REQUEST FOR GOVERNING BOARD ACTION**

**Meeting Date:** June 7, 2018

**Item Number:** 4.d.

**Subject:** RFQ for Waste Management Lobbying Services

**Type of Item:** Action

**Action Requested:** Authorize staff to issue an RFQ for Waste Management Lobbying Services, and direct staff to return to the Governing Board with a recommendation for selection of a vendor and an agreement for consideration.

**Summary:** Section 5.1.1. of the Joint Powers Agreement (JPA) states that the Partnership is responsible to “Develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy.”

Pursuant to the Ramsey/Washington Recycling & Energy Board’s (R&E Board) Procurement Guidelines a request for qualifications is used for this competitive solicitation. An RFQ has been prepared and is attached. The solicitation would result in a three-year contract for services.

The schedule of events is as follows:

- RFQ released to vendors June 8, 2018
- RFQ Q&A period ends 4:00 pm CST June 22, 2018
- RFQ Q&A published June 29, 2018
- RFQ 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

**Attachments:** 1. Draft Resolution  
2. RFQ for Waste Management Lobbying Services

**Financial Implications:** The 2019 budget will be developed to include funding for this Agreement. The contract maximum in the RFQ is set at \$50,000, which is the same level used for 2018.

**Authorized Signatures:**



Staff:

\_\_\_\_\_  
Hennepin County



\_\_\_\_\_  
Ramsey County



\_\_\_\_\_  
Washington County

Approved as  
to Form:



\_\_\_\_\_  
Assistant County Attorney



**Resolution PWE-2018-\_\_**

**RFQ for Waste Management Lobbying Services**

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (“Partnership”) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Governing Board may negotiate, enter, and enforce contracts necessary to accomplish the purposes set forth in the JPA; and

WHEREAS, The JPA identifies the R&E Board as the Administrative Agent for the Partnership, and that its procurement guidelines will be used for Partnership procurement; and

WHEREAS, The JPA further charges the Governing Board to develop a legislative and policy platform, and to select the contract lobbyists for waste management; and

WHEREAS, Pursuant to the R&E Board’s Procurement Guidelines, a request for qualifications (“RFQ”) is used for this competitive solicitation and an RFQ has been prepared for this solicitation. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby authorizes staff to issue an RFQ for Waste Management Lobbying Services, and directs staff to return to the Governing Board with a recommendation for selection of a vendor and an agreement for consideration.

\_\_\_\_\_  
Chair, Governing Board

June 7, 2018  
Date

\_\_\_\_\_  
Attest, Vice Chair

June 7, 2018  
Date



# **Partnership on Waste and Energy Request for Quotes (RFQ) For Lobbying Services on Waste Management Issues**

**Issued by:**

Governing Board of the Partnership on Waste and Energy

Date: June 8, 2018

The issuance of this RFQ 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 Quotes 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 Quotes.**

## TABLE OF CONTENTS

---

Introduction.....	3
Purpose of RFQ.....	3
Background.....	3
Scope of Work .....	3
Contractor Qualifications.....	6
Instructions to Vendors .....	4
RFQ Questions and Clarifications .....	4
Schedule of Events .....	4
RFQ Amendment .....	4
RFQ 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 RFQ**

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 RFQ. The successful contractor will represent the Partnership's interests at the Minnesota Legislature and with various state departments and commissions.

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.

### **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

### 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 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 RFQ page number and section number to which it relates.

Questions concerning this RFQ 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](mailto: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 quotes in response to this RFQ will be accepted by the Partnership until 4:00 p.m. CST on July 31, 2018.

### Schedule of Events

- RFQ released to vendors June 8, 2018
- RFQ Q&A period ends 4:00 pm CST June 22, 2018
- RFQ Q&A published June 29, 2018
- RFQ 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

### RFQ Amendment

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

## **RFQ Response Format**

Vendors must address all information specified by this RFQ. All questions must be answered completely. Partnership 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.

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 RFQ.

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 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 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

Quotes 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 RFQ and responsive quotes.

### **Quote Submission**

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

Vendors' quotes 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](mailto:kelli.hall@co.ramsey.mn.us)

Vendor's quotes 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 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 the Partnership. The Partnership 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. 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 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. 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 quotes 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 quotes 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 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 – 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 RFQ 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)**



**REQUEST FOR GOVERNING BOARD ACTION**

**Meeting Date:** June 7, 2018

**Item Number:** 4.e.

**Subject:** Approve Adjustment to 2018 Meeting Schedule

**Type of Item:** Action

**Action Requested:** Approve adjustments to the 2018 Governing Board Meeting Schedule

**Summary:** The Joint Powers Agreement (JPA) provides guidance on the meeting schedule for the Governing Board:

- 5.3.1. The Board shall meet a minimum of three times a year including an organizational meeting in January, a meeting following the legislative session, and a meeting in the fall to set the next year’s legislative platform.
- 5.3.2. Special meetings may be held on reasonable notice by the Chair or any two Members upon terms and conditions as the Board may determine. All Parties must be represented to constitute a quorum.

At its meeting on December 15, 2017 the Governing Board approved a 2018 Meeting Schedule. Staff recommend that the Governing Board adjust that schedule to include two meetings during the remainder of 2018:

- September TBD      Discuss 2019 Legislative Platform  
Approval of Waste Management Lobbyist  
Update on Anaerobic Digestion project
- December TBD      Adopt the 2019 Legislative Platform  
Approve 2019 Partnership Budget

**Attachments:** None

**Financial Implications:** None

**Authorized Signatures:**

*Dave McNay*

Staff:

---

Hennepin County

*J. Hansen*

---

Ramsey County

*Nicki Stewart*

---

Washington County