

Request for Proposals (RFP) for

## **Government Relations Services**

**RFP release date: July 29, 2025**

**Submission due date: August 19, 2025 by 4:00 PM CST**

## Table of Contents

1.	Introduction .....	3
1.1.	Background Information .....	3
1.2.	PWE Authorized Representative .....	3
1.3.	Schedule .....	3
2.	Scope of Services.....	3
2.1.	Other Requirements.....	4
3.	Proposal Content.....	4
3.1.	Cover Letter .....	4
3.2.	Qualifications and Experience .....	4
3.3.	Fee Schedule.....	4
3.4.	References.....	4
3.5.	Attachment A – PWE’s Standard Terms and Conditions.....	4
3.6.	Conflict of Interest.....	4
4.	Proposal Submittal .....	5
5.	Proposal Evaluation and Selection.....	5
5.1.	Evaluation Committee.....	5
5.2.	Evaluation Criteria .....	5
5.3.	Interview/Presentation .....	5
5.4.	Final Selection.....	5
5.5.	Conditions of this RFP.....	6
6.	Proposal Questions .....	6

## 1. Introduction

The purpose of this Request for Proposals (RFP) is for the Partnership on Waste & Energy (herein referred to as “The Partnership,” “Partnership,” or “PWE”) to secure services for governmental affairs in the areas of waste, energy, and administrative decision-making processes. The Partnership is seeking a contract with an initial term of three years, with renewals of up to five-years. These services must go through the RFP solicitation process at least every five years.

### 1.1. Background Information

Hennepin, Ramsey and Washington counties collaborate in areas of waste and energy management, including legislation and policy development, communication and outreach, planning, and evaluation of waste processing technologies. They do this through a joint powers agreement between Hennepin County and Ramsey/Washington Recycling & Energy (R&E) – the resulting entity is called the Partnership on Waste and Energy. Combined, the three counties are home to about 37% of the Minnesota population.

### 1.2. PWE Authorized Representative

The PWE Authorized Representative for this RFP is James Redmond: [jredmond@recyclingandenergy.org](mailto:jredmond@recyclingandenergy.org).

### 1.3. Schedule

PWE anticipates the following schedule; however, unforeseen circumstance may arise resulting in modification of the schedule below. Significant changes will likely result in changes to the remaining components of the schedule, and will be published in an addendum to the RFP.

Schedule	Due Date
RFP Release Date	July 29, 2025
Questions Due	August 6, 2025
Addendum Release Date	August 11, 2025
Proposals Due	August 19, 2025
Notification of Award	September 19, 2025
Commencement Date	January 1, 2025

## 2. Scope of Services

The successful Contractor will have the ability to perform services as outlined in Attachment B – Scope of Services, attached hereto and incorporated by reference. The Scope of Services is broken into three areas: Energy Lobbying Services, Waste Lobbying Services, and Policy Monitoring Services. Contractors may respond to any or all of the areas included in the Scope, but must be able to perform all of the duties listed under each specific area to which they are responding. Should a contractor reply to multiple areas, PWE may pursue services in only one of those areas, to be negotiated between PWE and the Contractor. Contractors are encouraged to highlight any services for which they possess particularly notable qualifications.

### 2.1. Other Requirements

Respondents must be legally able to perform the services provided in the RFP, including but not limited to registering with the Minnesota Campaign Finance and Public Disclosure Board, if responding to the lobbying services sections of the scope of services.

## 3. Proposal Content

The following will be considered minimum contents of the proposal and must be submitted:

### 3.1. Cover Letter

Introduce the Contractor submitting the proposal and state the Contractor's understanding of the services. Include name, address, telephone number, and email address of the contact person(s), as well as the names of any others participating in the proposal.

### 3.2. Qualifications and Experience

Provide demonstrated qualifications and experience that proves the ability to perform the services and meet the requirements of this RFP.

### 3.3. Fee Schedule

Provide all costs associated with the proposed contract for services in a complete and understandable form. As part of your fee schedule, include the hourly rates of all staff who would work on these services. For lobbying services, please also include monthly rates. For monitoring services, please include an annual maximum. Any price escalations throughout the potential five-year term of the contract should be included in the pricing.

### 3.4. References

Provide three references for organizations currently utilizing your services that are similar in size and with similar needs as PWE. Include agency name, contact name, email address, phone number, and a brief description of the services you provide.

### 3.5. Attachment A – PWE's Standard Terms and Conditions

Submit a signed Attachment A as the Contractor to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

### 3.6. Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with PWE or any other party or entity that may be affected by the terms of this RFP and responsive proposals. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify PWE of the conflict or potential conflict, and will advise PWE whether it will or will not resign from the other engagement or representation. Unless waived by PWE, a conflict or potential conflict may, in PWE's discretion, require withdrawal or rejection of the Contractor's proposal.

## 4. Proposal Submittal

The proposal must be combined as one document and the font shall be no smaller than 11-point. All proposals must include Proposal Content set forth in Section 3 and be sent electronically via email to the PWE Authorized Representative named in Section 1.2. The subject line of the email must be clearly marked with the title of this RFP and received by PWE no later than that date and time listed in Section 1.3 above, or the date and time listed in the Addenda if the submission date has been extended. Late submittals will not be considered. It is Contractor's sole responsibility to ensure delivery of the Proposal to PWE by the deadline.

All proposals, once submitted, become the property of PWE. They will not be returned to the Contractor. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between PWE and the selected Contractor.

## 5. Proposal Evaluation and Selection

PWE will evaluate the information the Contractor provides in response to this RFP. The first step will consist of a review to determine which proposals comply with all mandatory submission requirements. Non-compliant proposals will, subject to the express and implied rights of PWE, be disqualified and not evaluated further. Step two will consist of scoring each compliant response based on the evaluation criteria below.

### 5.1. Evaluation Committee

The evaluation committee consists of representatives of PWE.

### 5.2. Evaluation Criteria

The criteria and assigned weight on which proposals will be evaluated are:

1. Contractor Qualifications
  - a. The proposer's experience and qualifications in providing similar services
2. Demonstrated Understanding and Proposed Approach
  - a. Completeness and clarity of response
  - b. Clear understanding of PWE's goals and needs
  - c. Clear understanding of work tasks
  - d. Ability to complete projects in a timely manner
3. Cost Allocation
4. References

### 5.3. Interview/Presentation

During the evaluation process, the evaluation committee may at its discretion request that Contractors interview or provide a presentation to the evaluation committee. Not all Contractors may be selected for interviews/presentations.

### 5.4. Final Selection

The Contractor with the highest evaluated score will be selected. Following notification of the selected Contractor, and the submission by the contractor of the required documentation, including a W-9,

certificate of insurance, and any other required documentation, it is expected a contract will be executed between both parties by the date listed in Section 1.3.

### 5.5. Conditions of this RFP

- This RFP process does not obligate PWE to award a contract or complete the services.
- PWE reserves the right to waive any minor irregularities.
- PWE reserves the right to reject any or all proposals.
- PWE reserves the right to request additional information or clarifications from Contractors.
- PWE reserves the right to interview any, all, or none of the Contractors.
- PWE reserves the right to enter into a contract with more than one Contractor.
- If the RFP process concludes by withdrawal, cancellation or rejection of all proposals, PWE reserves the right to issue another RFP for this service.
- PWE shall not be liable for any expenses incurred by the Contractor including but not limited to expenses associated with the preparation and submission of the proposal.
- Proposals submitted become a matter of public record, including all pricing information. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor because of this RFP is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

## 6. Proposal Questions

To notify PWE of any inconsistency or ambiguity in this RFP and for all questions pertaining to this RFP, all questions and notifications must be sent via e-mail by Addendum Release Date listed in Section 1.3 above to the PWE Authorized Representative: James Redmond, [jredmond@recyclingandenergy.org](mailto:jredmond@recyclingandenergy.org).

Only written questions and notifications will receive responses. PWE reserves the right to disregard questions received after the Addendum Release Date. An addendum will be issued through the same communication medium as this RFP was originally distributed.

## **Attachment A – PWE’s Standard Terms and Conditions**

A contract will be prepared by PWE upon selection of a firm. The following provisions must be included in any contract and are non-negotiable.

### **I. Cost And Payment**

The Contractor will provide to PWE clear documentation of work completed, dates of work, and location of work. Contractor invoice(s) will reflect charges in accordance with the Cost Proposal provided. Contractor invoice(s) will be paid within 30 days of receipt of the invoices providing proper documentation is presented. Payments made under this Contract shall be in the form of Automated Clearing House (ACH), check, or Electronic Funds Transfer (EFT). PWE may withhold payment for failure to provide service to comply with any of the provisions of this agreement; no interest penalty shall accrue against PWE.

Unless otherwise agreed to in advance, charges such as, but not limited to, mileage reimbursement, fuel, trip or parking charges, consumable incidental materials, etc. shall be included in the Contractor’s overhead and included on the Cost Proposal provided. These charges will not be reimbursed if labeled as “miscellaneous charges.”

### **II. Nondiscrimination**

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute § 181.59 and not discriminate on the basis of race, creed, color, or national origin. The Contractor’s failure to comply with this requirement may result in cancellation or termination of the Contract, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

### **III. Compliance with Law**

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the Contract and will be cause for cancellation of this Contract.

### **IV. Possession of Firearms on PWE Premises**

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC §§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on PWE premises or while acting on behalf of PWE pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

### **V. Subcontracting and Assignment**

The Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract; nor novate or assign any interest in the Contract, without the prior written approval of PWE. Any assignment or novation may be made subject to such conditions and provisions as PWE may impose. If the Contractor subcontracts the obligations under this Contract, the Contractor shall be responsible for the performance of all obligations by the subcontractors.

### **VI. Subcontractor Prompt Payment**

Pursuant to Minnesota Statute § 471.425, subd. 4a., Contractor shall pay any subcontractors within 10 days of the Contractor’s receipt of payment from PWE for undisputed services provided by the

subcontractor. The Contractor shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this Contract to enforce this provision.

**VII. Data Practices**

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

**VIII. Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention**

Contractor's books, records, documents, and accounting procedures and practices, and other evidence relevant to this audit clause are subject to the examination, duplication, transcription and audit by PWE and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. The Contractor agrees to maintain books, records, documents, accounting procedures and practices, and other evidence relevant to this audit clause for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

**IX. Indemnification**

The Contractor agrees it will defend, indemnify, and hold harmless PWE, its officers and employees working at the direction of PWE against any and all liability, loss, costs, damages, and expenses which PWE, its officers, or employees working at the direction of PWE may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor in the performance of this Contract.

**X. Insurance Requirements**

The Contractor agrees that it will at all times during the term of this Contract, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- B. Professional Liability coverage in the amount of \$2,000,000 per wrongful act or claim with a \$4,000,000 annual aggregate.
- C. Cyber Liability coverage in the amount of \$2,000,000 per wrongful act or occurrence with a \$4,000,000 annual aggregate.
- D. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
- E. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

PWE shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.



Prior to the effective date of this Contract, the Contractor will furnish PWE with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with PWE throughout the term of the Contract. As a condition subsequent to this Contract, Contractor shall ensure that the certificate of insurance provided to PWE will at all times be current. The parties agree that failure by the Contractor to maintain a current certificate of insurance with PWE shall be a substantial breach of the Contract and payments on the Contract shall be withheld by PWE until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to PWE.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to PWE.

**XI. Independent Contractor**

Nothing within the Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of PWE for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this Contract.

The Contractor will secure, at its own expense, all personnel required in performing services under the Contract. 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 Contract shall have no Contractual relationship with PWE and shall not be considered employees of PWE.

**XII. Termination by PWE for Convenience**

PWE may terminate the Contract at any time and for any reason by providing the Contractor written notice of such termination. Upon such termination the Contractor shall be entitled to compensation for work activities in accordance with the Contract which were incurred prior to termination.

**XIII. Termination by PWE for Cause**

PWE may immediately terminate the Contract if PWE determines that the Contractor has failed to comply with any of the provisions of the Contract, for breach or default. Termination will be in writing setting forth the manner in which the Contractor is in default.

PWE, in its sole discretion, may allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to PWE's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from PWE setting forth the nature of said breach or default, PWE shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PWE from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**XIV. Contractor Debarment, Suspension and Responsibility Certification**

Federal Regulation 45 CFR 92.35 prohibits PWE 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 PWE. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the

public trust in a serious manner. By signing this Contract, the Contractor certifies that it and its principals\* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local 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 are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
  - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
  - b. violating any federal or state antitrust statutes, or
  - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and
- D. 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, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

#### **XV. Conflict of Interest**

Contractor affirms that, to the best of its knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify PWE of the conflict or potential conflict, and will advise PWE whether it will or will not resign from the other engagement or representation. Unless waived by PWE, a conflict or potential conflict may, in PWE's discretion, be cause for cancellation or termination of this Contract.

#### **XVI. Safety**

The Contractor must comply with all state and federal Occupational Safety and Health regulations and laws.

This includes but is not limited to employee right to know concerning all materials classified by Occupational Safety and Health Administration (OSHA) as hazardous. All chemical dispensers/applicators will be clearly marked showing contents. All Material Safety Data Sheets (MSDS) relating to all chemicals shall be displayed where chemicals are stored. Any chemicals used in PWE buildings or in the performance of PWE projects shall have an MSDS which will be given to PWE before any work begins.

Any spillage of chemicals shall be reported immediately to PWE and appropriate reporting agencies (i.e., MPCA). Report any problems, breakage, fires, etc., immediately to PWE.

Contractor shall remove all supplies, chemicals, etc., from PWE premises that were used to perform services and dispose of them properly. There will be no disposing of supplies and chemicals on PWE property. There will be no loaning of PWE tools and/or equipment to Contractors from PWE staff.

Drinking of alcoholic beverages, using of controlled substances (drugs) or being under the influence of drugs or alcohol is expressly prohibited. Refrain from smoking of any substance in or about PWE buildings.

**XVII. Security & Privacy**

The Contractor is responsible to close, secure, and lock all doors in PWE facilities when services are performed after normal PWE hours or when no PWE personnel are present. While Contractors are working in PWE buildings, Contractor must sign in/out on a daily basis in addition to wearing a badge. Contractor should produce sufficient identification.

The Contractor agrees to take any precautions necessary to maintain security of PWE buildings and privacy of data found throughout PWE buildings or on PWE premises. All questions concerning security issues will be reported to PWE immediately upon discovery.

**XVIII. Jurisdiction & Venue**

This Contract, amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this Contract shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Ramsey County.

**XIX. Modifications**

Any material alteration, modification, variations, or additional tasks to this Contract shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, variations, or additional tasks deemed not to be material by Contract of PWE and the Contractor shall not require written approval.

**XX. Merger**

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Contract are incorporated or attached and deemed to be part of this Contract. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Contract and any other document(s) incorporated by reference to this Contract, the terms and conditions of this Contract shall prevail.

**XXI. Counterparts and Electronic Signatures**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. An electronic signature or electronic record of this Contract shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

**Contractor Acknowledgment**

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

Name: \_\_\_\_\_ (Please print or type)