

**MRRA**  
**Request for Quotes (RFQ)**  
**For Lobbying Services on Waste Management and**  
**Resource Recovery Issues**

**Issued by:**

Minnesota Resource Recovery Association (MRRA)

Date: September 20, 2021

The issuance of this RFQ constitutes only an invitation to submit a quote to the Minnesota Resource Recovery Association (MRRA). It is not to be construed as an official and customary request for bids but as a means by which the MRRA 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.

Questions are due by October 1, 2021. Responses will follow.

**Request for Quotes will be accepted no later than 4:00 p.m. CST on October 8, 2021.**

If needed, virtual interviews will take place the week of October 25.

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

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## Introduction

### Purpose of RFQ

The Minnesota Resource Recovery Association (MRRRA) is requesting quotes from qualified lobbying firms to provide lobbying and intergovernmental services on solid waste management and resource recovery issues in accordance with the terms of this RFQ. The successful contractor will represent the MRRRA 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.

### MRRRA Purpose Statement

The Minnesota Resource Recovery Association (MRRRA) is a public-private association representing Minnesota’s waste-to-energy facilities. Together, MRRRA members plan for and operate facilities focused on increasing recycling while generating renewable energy from garbage.

## 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 MRRRA Executive Director or MRRRA Board.
- b) Attend a minimum of four virtual MRRRA Board meetings and four MRRRA member meetings per year.
- c) Stay in regular communication with Executive Director and/or Board members and MRRRA legislative committee on legislative and policy development matters.
- d) Develop strategies for advancing issues that are raised by the MRRRA in the course of waste management policy development. Provide strategy for implementing MRRRA legislative principles.
- e) For any MRRRA initiated legislation, identify and secure bill authors.
- f) Work with key legislative committee chairs, members, and staff to advance the MRRRA’s legislative initiatives.
- g) Assist the Executive Director with the preparation and dissemination of background materials related to MRRRA legislative issues.
- h) Develop testimony with Policy Staff on waste management issues impacting MRRRA and its members. Identify testifiers and review testimony developed with Policy Staff with them. Attend hearings with testifiers.
- i) Coordinate with other organizations as appropriate on MRRRA 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 the general direction of the Executive Director, serve as a central contact on MRRRA legislative issues.
- l) Working with Executive Director and Board Members, attend meetings on legislative issues with other stakeholders
- m) Share MRRRA’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 MRRRA's legislative and policy platform.

## Instructions to Vendors

### RFQ Questions and Clarifications

Inquiries concerning any aspect of this RFQ should be submitted by email. **The closing date for receipt of written questions will be 4:00 p.m. CST on October 1, 2021. 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:

**Kate Bartelt**  
**MRRRA Staff**  
**Kate Bartelt@hdrinc.com**

All questions and requests for clarification, and the MRRRA response, will be posted on the MRRRA website <http://www.mnresourcerecovery.com/>.

Vendor quotes in response to this RFQ will be accepted by the MRRRA until 4:00 p.m. CST on October 8, 2021.

### Schedule of Events

- RFQ released to vendors September 20, 2021
- RFQ Q&A period ends 4:00 pm CST October 1, 2021
- RFQ Q&A published October 5, 2021
- RFQ responses due 4:00 pm CST October 8, 2021
- Vendor interviews (if necessary) Week of October 25, 2021
- Contract negotiations and final award to vendor November 2021

### RFQ Amendment

The MRRRA reserves the right to amend this RFQ at any time. Changes to the RFQ, if any, will be posted at <http://www.mnresourcerecovery.com/>.

### RFQ Response Format

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

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

MARRA 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 MARRA all such information and data for this purpose as MARRA may request. MARRA reserves the right to reject any quote if the evidence submitted by or the investigation of such vendor fails to satisfy MARRA 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:

**Kate Bartelt**  
**MARRA Staff**  
**Kate.Bartelt@hdrinc.com**

Include the following:

- Identification of the offering firm(s), including name, address, and telephone number of each firm;
- Name, title, address, telephone numbers, and email 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:

- Brief background of the company
- Qualifications for providing similar service and identify at least one public entity customer that you provide services to that is comparable to MARRA'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.
- Provide resumes for the 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 an understanding of the project goals. The consultant's quote must include a clear description of its capabilities to undertake the work scope.

**3. Description of Cost**

Provide titles or classifications of personnel who may perform work and their hourly rates or lump sum for all their proposed services. Include additional expenses such as copying, mileage, travel and lodging (according to [GSA standards](#)), or others as appropriate.

4. **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 MRRRA. MRRRA reserves the right to contact these references and discuss the client's level of satisfaction with the vendor and its products

5. **Sub-Contractor Information**

Provide sub-contractor's company name, address, contact person, and telephone number. Provide a description of the company, contact person, and key personnel's experience and qualifications.

6. **Conflict of Interest**

The consultant must identify any potential conflict of interest it may have with MRRRA, or any of its members (see attached list of MRRRA members), 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 MRRRA until 4:00 p.m. CST on October 8, 2021. 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 emailed to:

**Kate Bartelt**  
**MRRRA Staff**  
**Kate Bartelt@hdrinc.com**

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

**Quote Rejection or Acceptance**

MRRRA 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 MRRRA. The MRRRA 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 MRRRA 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.

**Quote Costs**

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

**Ownership of Materials Submitted**

All quotes submitted become the property of the MRRRA and will not be returned.

**Contract**

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

**Quote Evaluation**

Evaluation of quotes will be conducted by MRRRA staff. The following will be taken into account:

1. Cost – 50% of total score
2. Experience of Firm and Personnel – 50% of total score

MRRRA reserves the right to consider any additional information gathered by MRRRA 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 MRRRA during the evaluation process.

After completing the evaluation phase of the process, MRRRA 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 MRRRA's sole discretion, to be the most advantageous to MRRRA. The lowest cost will not be the sole determining factor. After the contract has been awarded, MRRRA will notify the quote submitters of the outcome.

**Contract Term**

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

**Contract Budget**

MRRRA's 2022 budget for lobbying services is \$25,000. The MRRRA makes no guarantee that there will be a need to expend the entire project budget. The vendor shall submit an invoice to the MRRRA at the completion of services or other negotiated payment schedule.

**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 MRRRA, 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 MRRRA 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 attachment.

Attachment 1 – Contract Terms (Vendor to read MRRRA contract terms and sign the acknowledgment)



## Attachment 1 – Contract Terms

### THE FOLLOWING IS AN EXAMPLE OF POSSIBLE CONTRACT TERMS

The following terms are examples of terms that maybe included in a contractual relationship with MRRRA. Please acknowledge that you will agree to the following contractual terms.

#### TERM

The MRRRA is looking for a two year contract Term starting December 1, 2021 through November 30, 2022.

#### Duties of the Contractor

- a) Report to, and take direction from the MRRRA Executive Director or MRRRA Board.
- b) Attend a minimum of four MRRRA Board meetings and no fewer than four MRRRA member meetings per year. (usually both meetings are held on the same day and in the same location)
- c) Stay in regular communication with Executive Director and/or Board members and MRRRA legislative committee on legislative and policy development matters.
- d) Develop strategies for advancing issues that are raised by the MRRRA in the course of waste management policy development. Provide strategy for implementing MRRRA legislative principles.
- e) For any MRRRA initiated legislation, identify and secure bill authors.
- f) Work with key legislative committee chairs, members and staff to advance the MRRRA's legislative initiatives.
- g) Assist the Executive Director with the preparation and dissemination of background materials related to MRRRA legislative issues.
- h) Develop testimony with Policy Staff on waste management issues impacting MRRRA and its members. Identify testifiers and review testimony developed with Policy Staff with them. Attend hearings with testifiers.
- i) Coordinate with other organizations as appropriate on MRRRA 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 the general direction of the Executive Director, serve as a central contact on MRRRA legislative issues for stakeholder sectors including MPCA, Department of Commerce, Department of Agriculture, Public Utilities Commission, Department of Employment and Economic Development, Association of Minnesota Counties, other counties, and the Governor's office.
- l) Working with Executive Director and Board Members, attend meetings on legislative issues with other stakeholders
- m) Share MRRRA'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 MRRRA's legislative and policy platform.

#### Conflict of Interest

The contractor would need to immediately notify the MRRRA Board of any potential conflicts of interest with any current or future client of the contractor.

Compensation

MRRRA's 2022 budget for lobbying services is \$25,000.

Set Off: Notwithstanding any provision of the agreement to the contrary, the Contractor shall not be relieved of liability to the MRRRA for damages sustained by the MRRRA by virtue of any breach of the agreement by the contractor. The MRRRA may withhold any payments to the contractor for the purpose of setoff until such time as the exact amount of damages due the MRRRA from the contractor is determined.

Billing and Payment

The contract shall submit monthly invoices totaling 1/12 of the annual contract amount.

Relationship Between the Parties

Independent contractor  
Assignment and subcontracting

Insurance and Indemnification

Auto Insurance  
No waiver of immunities  
Indemnification

Records and Information

Termination Clause

General Provisions

Entire Agreement  
Goods and Services Not Provided For  
Minnesota Law  
Nondiscrimination  
Notices  
Minnesota Government Data Practices Act

**Vendor acknowledgment**

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

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

**Title:** \_\_\_\_\_ **(Please print or type)**