

LYON COUNTY
Environmental Department
Request for Qualifications (RFQ)

I. Specific Requirements

The sealed qualifications shall be submitted before 4:00 p.m. on November 25, 2015 by mail or hand delivered to:

Lyon County
Environmental Department
504 Fairgrounds Road
Marshall, MN 56258

Prospective offerors should submit inquiries related to this RFQ by writing or calling the following (collect calls will not be accepted):

- a. Paul Henriksen, Lyon County Environmental Administrator, 504 Fairgrounds Road, Marshall, MN 56258, 507-532-8210
- b. Written inquiries must be received by this office not later than 7 calendar days prior to date set for receipt of RFQ package (November 18, 2015).
- c. Oral explanations or instructions are not binding. Any information given to an offeror, which impacts the offer, will be given in the form of a written amendment to the RFQ.

Fax submissions will not be accepted. Late submissions will be considered non responsive and will not be considered.

Firms shall prepare all required materials and information associated with this submittal at their own expense. Respondents must be prepared to participate in the selection process, potentially including an interview process, at their own expense. It is with the express understanding that respondents shall make no claims whatsoever for reimbursement from the County for the cost and expenses associated with the RFQ process.

Information included in the qualification submittal becomes the property of the County.

II. Background

The Lyon County Environmental Department manages various county solid waste Programs that provide recycling and disposal services, not only for Lyon County residents but also for surrounding counties. These programs include:

- 1) County wide Residential Recycling Program.
- 2) 10 County Regional Household Hazardous Waste Program.
- 3) Regional Sanitary Landfill.

These programs interact with the State as the result of State Statutes, rules, permits and contracts. These programs can be positively and/or negatively affected by Legislative actions and State Agencies.

The Environmental Department has interacted at times with State Agencies and Legislative process through the use of a government relations specialist/lobbyist who represents our interests. The County intends to continue working with a government relations specialist to provide support as the need arises.

III. Summary of Services Required

Lyon County intends to award an on-call governmental relation services contract associated with their Environmental Department. A contract will be executed and delivery orders will be placed against it as requirements are identified. The scope of specific work assignments and associated deliverable will be specified by the Environmental Administrator. As specified in individual delivery orders, the contractor's responsibilities may involve a range of services that may include any or all of the following:

- 1) Solid Waste Permits
 - a) Compliance Issues
 - b) Permit Interpretations
 - c) Permit reissuance
- 2) Solid Waste Policy/Program Issues with the State
 - a) Interpretation of laws and regulations
- 3) Legislation/Legislative
 - a) Support for/against various environmental/solid waste bills
- 4) Government Programs
 - a) Grants

IV. Proposal Format

The offeror's proposal should adequately depict complete response to the solicitation requirements.

Letter of Transmittal: The letter should briefly outline the firm's understanding of the work and provide general information regarding the firm and project team members.

Number of Copies: The proposal shall be submitted in one original and seven (7) copies:

V. Evaluation Criteria for Proposals

Evaluation of proposals shall consist of those items deemed essential in assisting Lyon County in determining an offeror's understanding of the work to be performed; technical, legal, business, and management approach; the offeror's relative qualifications; and experience and past performance of both the offeror, its key individuals, and subcontractors.

The Proposal should provide the per hour rate.

VI. Reservations

Lyon County reserves the right to reject any and all proposals, selected for contract negotiations that proposal that it deems will best meet the needs of the County, and/or negotiate a contract that covers all or selected part of the proposal and key project team members.

VII. Time Period

Schedules will be established for each delivery order. The base period of the contract is one year with nine (9) one year option periods, for a total of ten (10) years. The terms of this contract shall start in January 2016. In addition, the county and Contractor may agree to extend the terms of this Agreement for an unspecified period of time beyond ten (10) years, upon terms and conditions the parties shall mutually agree upon until the Board decides to resolicit this service.

VIII. Payment

The Contractor shall submit monthly statements for services rendered. The County shall make monthly payments in response to Contractors monthly statements according to the work set forth in each delivery order. Each monthly payment will be for the month for services performed in the proceeding month.

IX. Insurance

The Contractor shall carry sufficient insurance to cover his operations during the full period of the contract to adequately protect the County. Such insurance shall be in minimum coverage as follows:

Worker's Compensation - covering all employees meeting statutory limits in compliance with the applicable state and federal laws.

Comprehensive General Liability and Professional Liability - coverage shall have minimum limits of \$1,500,000 per occurrence, with combined single limit for Bodily Injury Liability and Property Damage Liability including premises and Operations, Independent Contractors, and Contractual Liability.

Business Auto Liability – coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

Lyon County shall be listed as an additional insured in regards to all liability insurance policies. In addition, the County shall be given copies of all pertinent insurance policies.

X. Indemnification

Any and all claims that arise, or may arise, on behalf of Contractor, its agents, servants or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants, or employees while engaged in the performance of the Contract shall in

no way be the obligation or responsibility of the County. Contractors shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or admission of Contractor, its agents, servants or employees in the execution, performance or failure to adequately perform Contractor's obligation pursuant to this Contract. This shall include any and all copyright, trademark, patent or other intellectual real property claims, issues or matters arising out of Contractor's act or admission, whether the same be negligent, willful or otherwise.

XI. Non-discrimination

During the performance of this agreement, Contractor agrees that no person shall, on the grounds of race, color religion, age disability, marital status, public assistance, criminal record, creed or national origin be excluded from full employment rights and, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

XII. Independent Contractor Status

Contractor is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between County and Contractor. Contractor shall at all times be free to exercise initiative, judgement and discretion as to how best perform or provide services. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholdings or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payment due Contractor and that it is Contractor's sole obligation to comply with applicable provisions of all Federal and State tax laws.

XIII. Termination

It is understood the essence of this Contract is high quality service to the County of Lyon. As such, if the County determines that the Contractor is in breach of any provisions of this contract, a written notice will be sent to the Contractor allowing him thirty (30) days to comply. Failure by the Contractor to comply with the Contract by the end of the thirty (30) day period the County will terminate the contract and shall be released of its obligations. Upon any failure of the Contractor to fulfill any of the provisions of the Contract, the Environmental Administrator shall be authorized to hire services and equipment as may be necessary to do such work and the cost of such expenses thereof may be charged and deducted from monies due the Contractor, or collected from the Contractor.