

State of Minnesota

# State Register



**Proposed, Adopted, & Expedited Rules; Executive Orders; Appointments;  
Commissioners' Orders; Revenue Notices; Official Notices;  
State Grants & Loans; State Contracts; Non-State Public Bids, Contracts & Grants**  
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# State Register

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- Proposed Rules
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- Exempt Rules
- Expedited Rules
- Withdrawn Rules
- Vetoed Rules
- Executive Orders of the Governor
- Appointments
- Proclamations
- Commissioners' Orders
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# Minnesota Rules: Amendments and Additions

## NOTICE: How to Follow State Agency Rulemaking in the State Register

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An agency must first solicit **Comments on Planned Rules** or **Comments on Planned Rule Amendments** from the public on the subject matter of a possible rulemaking proposal under active consideration within the agency (*Minnesota Statutes* §§ 14.101). It does this by publishing a notice in the *State Register* at least 60 days before publication of a notice to adopt or a notice of hearing, or within 60 days of the effective date of any new statutory grant of required rulemaking.

When rules are first drafted, state agencies publish them as **Proposed Rules**, along with a notice of hearing, or a notice of intent to adopt rules without a hearing in the case of noncontroversial rules. This notice asks for comment on the rules as proposed. Proposed emergency rules and withdrawn proposed rules are also published in the *State Register*. After proposed rules have gone through the comment period, and have been rewritten into their final form, they again appear in the *State Register* as **Adopted Rules**. These final adopted rules are not printed in their entirety in the *State Register*, only the changes made since their publication as Proposed Rules. To see the full rule, as adopted and in effect, a person simply needs two issues of the *State Register*, the issue the rule appeared in as proposed, and later as adopted. For a more detailed description of the rulemaking process, see the most current edition of the *Minnesota Guidebook to State Agency Services*.

The *State Register* features partial and cumulative listings of rules in this section on the following schedule: issues #1-13 inclusive; issues #14-25 inclusive; issue #26 cumulative for issues #1-26; issues #27-38 inclusive; issue #39, cumulative for issues #1-39; issues #40-51 inclusive; and issues #1-52 (or 53 in some years), cumulative for issues #1-52 (or 53). An annual subject matter index for rules was separately printed usually in August, but starting with Volume 19 now appears in the final issue of each volume. For copies or subscriptions to the *State Register*, contact Minnesota's Bookstore, 660 Olive Street (one block east of I-35E and one block north of University Ave), St. Paul, MN 55155 (612) 297-3000, or toll-free 1-800-657-3757.

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# Minnesota Rules: Amendments and Additions

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## Adopted Rules

A rule becomes effective after the requirements of *Minnesota Statutes* §§ 14.05-14.28 have been met and five working days after the rule is published in the *State Register*, unless a later date is required by statutes or specified in the rule. If an adopted rule is identical to its proposed form as previously published, a notice of adoption and a citation to its previous *State Register* publication will be printed. If an adopted rule differs from its proposed form, language which has been deleted will be printed with strikeouts and new language will be underlined. The rule's previous *State Register* publication will be cited.

**KEY: Proposed Rules** - Underlining indicates additions to existing rule language. ~~Strikeouts~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **Adopted Rules** - Underlining indicates additions to proposed rule language. ~~Strikeout~~ indicates deletions from proposed rule language.

## Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience, and Interior Design Adopted Permanent Rules Governing Licensure And Certification

The rules proposed and published at *State Register*, Volume 33, Number 31, pages 1327-1331, February 02, 2009 (33 SR 1327), are adopted with the following modifications:

### 1800.1200 EXAMINATION.

Subpart 1. **Architect Registration Examination.** The Architect Registration Examination (ARE) shall be administered at least twice annually at a time and place determined by the board or examination delivery vendor to those applicants determined by the board to meet the requirements of part 1800.1000 for admission to the examination. Any person failing one or more parts of the ARE shall be allowed to retake the failed parts after waiting a period of six months.

The board, if necessary, shall forward notification of eligibility to the examination delivery vendor. Following board approval, eligible candidates shall independently contact the examination delivery vendor to schedule the time and place for the examination at an approved test site.

An applicant is required to pass all sections of the examination in order to qualify for licensure. The board or examination ~~administrator~~ delivery vendor shall report to the applicant the results of each examination section. The applicant shall attain the uniform passing grade established by the board through a psychometrically acceptable standard-setting procedure.

Subp. 5. **Equipment during examinations.** For the Architect Registration Examination, applicants shall only use the equipment approved by the examination delivery vendor ~~during the Architect Registration Examination~~.

# Adopted Rules

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## Minnesota Plumbing Board

### Adopted Permanent Rules Relating to Plumbing Code and Plumbing Licensing and Registration

The rules proposed and published at *State Register*, Volume 33, Number 24, pages 1068-1070, December 15, 2008 (33 SR 1068), are adopted as proposed.

## Pollution Control Agency

### Adopted Permanent Rules Relating to Hazardous Waste

The rules proposed and published at *State Register*, Volume 33, Number 2, pages 41-112, July 14, 2008 (33 SR 41), are adopted with the following modifications:

#### **7045.0075 PETITIONS.**

Subp. 5. **Petition for use of alternate manifest.** A person who meets the criteria in item A may submit a petition to the commissioner for approval of the use of an alternate manifest system as described in item B. The criteria the commissioner shall use in determining whether to approve the use of the alternate manifest system are provided in item C.

B. Upon approval, an alternate manifest system may be used in lieu of the manifest system described in parts 7045.0261 ~~and to~~ 7045.0265. The commissioner shall only approve alternate manifest systems meeting the following criteria:

#### **7045.0125 MANAGEMENT OF WASTE BY USE, REUSE, RECYCLING, AND RECLAMATION.**

Subp. 9. **Facility requirements.** Unless exempted specifically in this part or parts 7045.0692 and 7045.0790 to 7045.0990, owners and operators of facilities that recycle hazardous waste are subject to the following requirements:

A. If the recyclable hazardous waste is stored before it is recycled, the owners or operators are subject to the requirements of parts 7045.0450 to 7045.0534, 7045.0540, ~~7045.0547, 7045.0548~~ 7045.0549, 7045.0551, 7045.0552 to 7045.0632, 7045.0645, 7045.0647, 7045.0648, 7045.0652 to 7045.0686, and 7045.1390, and chapter 7001. The recycling process itself is exempt from regulation except as provided in item C.

#### **7045.0139 BASIS FOR LISTING HAZARDOUS WASTES.**

Subpart 1. **General.** The basis for listing hazardous waste is found in part 7045.0155, subpart 1, item ~~D~~ B, which incorporates *Code of Federal Regulations*, title 40, part 261, Appendix VII, Basis for Listing Hazardous Waste. Part 7045.0155, subpart 2, provides any applicable exceptions.

#### **7045.0141 HAZARDOUS CONSTITUENTS.**

Subpart 1. **Scope.** The hazardous constituents list is found in part 7045.0155, subpart 1, item ~~E~~ C, which incorporates Code of Federal Regulations, title 40, part 261, Appendix VIII, Hazardous Constituents. Part 7045.0155, subpart 2, provides any applicable exceptions.

#### **7045.0482 REQUIRED REPORTS.**

Subp. 4. **Additional reports.** In addition to submitting the manifest discrepancy report described in part 7045.0476, subpart 3, and the annual reports and the unmanifested waste reports described in subparts 2 and 3, the owner or operator shall also report to the commissioner:

C. as otherwise required by parts 7045.0484, 7045.0532 to 7045.0538; and the process vent, equipment leak, and tank, surface impoundment, and container standards in parts 7045.0540, ~~7045.0547~~ 7045.0549, and ~~7045.0548~~ 7045.0551.

#### **7045.0518 LIABILITY REQUIREMENTS.**

Subp. 9. **Trust fund for liability coverage.**

D. The wording of the trust fund must be identical to the wording in part 7045.0524, subpart ~~13~~ 12.

#### **7045.0524 WORDING OF INSTRUMENTS.**

Subp. 12. **Trust agreement for liability coverage.**

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# Adopted Rules

A. A trust agreement, as specified in part 7045.0518, subpart ~~10~~ 9, or 7045.0620, subpart 9 8, must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

## TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator] a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert "incorporated in the State of \_\_\_\_\_" or "a national bank"], the "trustee."

**Whereas,** the Minnesota Pollution Control Agency (Agency), an agency of the state of Minnesota, has established certain rules applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility or group of facilities must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from operations of the facility or group of facilities.

**Whereas,** the Grantor has elected to establish a trust to assure all or part of such financial responsibility for the facilities identified herein.

**Whereas,** the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee.

**Now, therefore,** the Grantor and the Trustee agree as follows:

**Section 1. Definitions.** As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

**Section 2. Identification of Facilities.** This agreement pertains to the facilities identified on attached schedule A [on Schedule A, for each facility list the EPA Identification Number, name, and address of the facility(ies) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement].

**Section 3. Establishment of Fund.** The Grantor and the Trustee hereby establish a trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by [sudden and/or nonsudden] accidental occurrences arising from operation of the facility(ies) covered by this guarantee, in the amounts of \_\_\_\_\_ [insert dollar amount of the fund] per occurrence and \_\_\_\_\_ [insert dollar amount of the fund] annual aggregate for sudden accidental occurrences and \_\_\_\_\_ [insert dollar amount of the fund] per occurrence and \_\_\_\_\_ [insert dollar amount of the fund] annual aggregate for nonsudden occurrences, except that the Fund is not established for the benefit of third parties for the following:

(a) Bodily injury or property damage for which [insert Grantor] is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert Grantor] would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of [insert Grantor] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(c) Bodily injury to:

(1) an employee of [insert Grantor] arising from, and in the course of, employment by [insert Grantor]; or

(2) the spouse, child, parent, brother, or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert Grantor]. This exclusion applies:

(A) whether [insert Grantor] may be liable as an employer or in any other capacity; and

(B) to any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft. (e) Property damage to:

(1) any property owned, rented, or occupied by [insert Grantor];

(2) premises that are sold, given away, or abandoned by [insert Grantor] if the property damage arises out of any part of those premises;

(3) property loaned to [insert Grantor];

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(4) personal property in the care, custody, or control of [insert Grantor]; or (5) that particular part of real property on which [insert Grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert Grantor] are performing operations, if the property damage arises out of these operations.

In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert “primary” or “excess”] coverage.

The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Agency.

**Section 4. Payment for Bodily Injury or Property Damage.** The Trustee shall satisfy a third party liability claim by making payments from the Fund only upon receipt of one of the following documents:

(a) Certification from the Grantor and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

### CERTIFICATION OF VALID CLAIM

The undersigned, as parties [insert Grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or nonsudden] accidental occurrence arising from operating [Grantor’s] hazardous waste treatment, storage, or disposal facility should be paid in the amount of \$[.....].

[Signatures]

Grantor

[Signatures]

Claimant(s)

(b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor’s facility or group of facilities.

**Section 5. Payments Comprising the Fund.** Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

**Section 6. Trustee Management.** The Trustee shall invest and reinvest the principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstance then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held unless they are securities or other obligations of the Federal or State government;

(b) the Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(c) the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

**Section 7. Commingling and Investment.** The Trustee is expressly authorized in its discretion:

(a) to transfer from time to time any or all of the assets of the Fund to any common commingled, or collective trust fund created by the Trustee in which the fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) to purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 81a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold

by the Trustee. The Trustee may vote such shares in its discretion.

**Section 8. Express Powers of Trustee.** Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) to compromise or otherwise adjust all claims in favor of or against the Fund.

**Section 9. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

**Section 10. Annual Valuations.** The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Agency Commissioner a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Agency Commissioner shall constitute a conclusively binding assent by the Grantor barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

**Section 11. Advice of Counsel.** The Trustee may from time to time consult with counsel, who may be counsel to the Grantor with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Section 12. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

**Section 13. Successor Trustee.** The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Agency Commissioner, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

**Section 14. Instructions to the Trustee.** All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendments to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Agency Commissioner to the Trustee shall be in writing, signed by the Agency Commissioner, or the Commissioner's designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change

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or a termination of the authority of any person to act on behalf of the Grantor or the Agency hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Agency, except as provided for herein.

**Section 15. Notice of Nonpayment.** If a payment for bodily injury or property damage is made under Section 4 of this trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, on or before the anniversary date of the establishment of the Fund following such notice, either make payments to the Trustee in amounts sufficient to cause the trust to return to its value immediately prior to the payment of claims under Section 4, or shall provide written proof to the Trustee that other financial assurance for liability coverage has been obtained equaling the amount necessary to return the trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall within ten working days after the anniversary date of the establishment of the Fund provide a written notice of nonpayment to the Agency Commissioner.

**Section 16. Amendment of Agreement.** This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Agency Commissioner, or by the Trustee and the Agency Commissioner if the Grantor ceases to exist.

**Section 17. Irrevocability and Termination.** Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Agency Commissioner, or by the Trustee and the Agency Commissioner, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

The Agency Commissioner will agree to termination of the Trust when the owner or operator substitutes alternate financial assurance as specified in this section.

**Section 18. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Agency Commissioner issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**Section 19. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the State of Minnesota.

**Section 20. Interpretation.** As used in Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in part 7045.0524, subpart 12, as such regulations were constituted on the date first above written.

[Signature of Grantor]  
[Title]

Attest:

[Title]  
[Seal]  
[Signature of Trustee]

Attest:

[Title]  
[Seal]

B. The following is an example of the certification of acknowledgment which must accompany the trust agreement for a trust fund as specified in parts 7045.0518, subpart 10.9, or 7045.0620, subpart 9.8.

State of \_\_\_\_\_#underscore leader#\_\_\_\_\_  
County of \_\_\_\_\_#underscore leader#\_\_\_\_\_

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On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

[Signature of Notary Public]

## Subp. 13. Standby trust agreement for liability coverage.

A. A standby trust agreement, as specified in part 7045.0518, subpart 8, or 7045.0620, subpart 7, must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

### STANDBY TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator] a [name of a State] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert, "incorporated in the State of \_\_\_\_\_" or "a national bank"], the "trustee."

**Whereas**, the Minnesota Pollution Control Agency (Agency), an agency of the State of Minnesota, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility or group of facilities must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from operations of the facility or group of facilities.

**Whereas**, the Grantor has elected to establish a standby trust into which the proceeds from a letter of credit may be deposited to assure all or part of such financial responsibility for the facilities identified herein.

**Whereas**, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee.

**Now, therefore**, the Grantor and the Trustee agree as follows:

#### Section 1. Definitions. As used in this Agreement:

- (a) The term Grantor means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term Trustee means the Trustee who enters into this Agreement and any successor Trustee.

**Section 2. Identification of Facilities.** This Agreement pertains to the facilities identified on attached Schedule A [on Schedule A, for each facility list the identification number, name, and address of the facility(ies) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement].

**Section 3. Establishment of Fund.** The Grantor and the Trustee hereby establish a standby trust fund, hereafter the "Fund," for the benefit of any and all third parties injured or damaged by [sudden and/or nonsudden] accidental occurrences arising from operation of the facility(ies) covered by this guarantee, in the amounts of \_\_\_\_\_ [insert dollar amount of the fund] per occurrence and \_\_\_\_\_ [insert dollar amount of the fund] annual aggregate for sudden accidental occurrences and \_\_\_\_\_ [insert dollar amount of the fund] per occurrence and \_\_\_\_\_ [insert dollar amount of the fund] annual aggregate for nonsudden occurrences, except that the Fund is not established for the benefit of third parties for the following:

(a) Bodily injury or property damage for which [insert Grantor] is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert Grantor] would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of [insert Grantor] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(c) Bodily injury to:

(1) an employee ~~or of~~ [insert Grantor] arising from, and in the course of, employment by [insert Grantor]; or  
(2) the spouse, child, parent, brother, or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert Grantor]. This exclusion applies:

(A) whether [insert Grantor] may be liable as an employer or in any other capacity; and

(B) to any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

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(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft.

(e) Property damage to:

(1) any property owned, rented, or occupied by [insert Grantor];

(2) premises that are sold, given away, or abandoned by [insert Grantor] if the property damage arises out of any part of those premises;

(3) property loaned by [insert Grantor];

(4) personal property in the care, custody, or control of [insert Grantor]; or

(5) that particular part of real property on which [insert Grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert Grantor] are performing operations, if the property damage arises out of these operations.

In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert “primary” or “excess”] coverage.

The Fund is established initially as consisting of the proceeds of the letter of credit deposited into the Fund. Such proceeds and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Agency.

**Section 4. Payment for Bodily Injury or Property Damage.** The Trustee shall satisfy a third-party liability claim by drawing on the letter of credit described in Schedule B and by making payments from the Fund only upon receipt of one of the following documents:

(a) Certification from the Grantor and the third-party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: ~~The Trustee shall satisfy a third-party liability claim by drawing on the letter of credit described in Schedule B and by making payments from the Fund only upon receipt of one of the following documents:~~

## CERTIFICATION OF VALID CLAIM

The undersigned, as parties [insert Grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or nonsudden] accidental occurrence arising from operating [Grantor’s] hazardous waste treatment, storage, or disposal facility should be paid in the amount of \$[\_\_\_\_\_].

[Signature] Grantor

[Signature(s)] Claimant(s)

(b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor’s facility or group of facilities.

**Section 5. Payments Comprising the Fund.** Payments made to the Trustee for the Fund shall consist of the proceeds from the letter of credit drawn upon by the Trustee in accordance with the requirements of *Minnesota Rules*, part 7045.0524, subpart 11, and Section 4 of this Agreement.

**Section 6. Trustee Management.** The Trustee shall invest and reinvest the principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge the trustee’s duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, *United States Code*, title 15, section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government;

(b) the Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a State government; and

(c) the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

**Section 7. Commingling and Investment.** The Trustee is expressly authorized in its discretion:

(a) to transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) to purchase shares in any investment company registered under the Investment Company Act of 1940, *United States Code*, title 15, section 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

**Section 8. Express Powers of Trustee.** Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of the Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) to compromise or otherwise adjust all claims in favor of or against the Fund.

**Section 9. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements to the Trustee shall be paid from the Fund.

**Section 10. Advice of Counsel.** The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Section 11. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

**Section 12. Successor Trustee.** The Trustee may ~~reside~~ resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment; the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Agency Commissioner and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

**Section 13. Instructions to the Trustee.** All orders, requests, certifications of valid claims, and instructions to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by

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amendments to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Agency Commissioner hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Agency, except as provided for herein.

**Section 14. Amendment of Agreement.** This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Agency Commissioner, or by the Trustee and the Agency Commissioner if the Grantor ceases to exist.

**Section 15. Irrevocability and Termination.** Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Agency Commissioner, or by the Trustee and the Agency Commissioner, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be paid to the Grantor.

The Agency Commissioner will agree to termination of the Trust when the owner or operator substitutes alternative financial assurance as specified in this section.

**Section 16. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor and the Agency Commissioner issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**Section 17. Choice of Law.** This Agreement shall be administered, construed, and enforced in accordance with the laws of the State of Minnesota.

**Section 18. Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation of the legal efficacy of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in *Minnesota Rules*, part 7045.0524, subpart 13, as such rule was constituted on the date first above written.

[Signature of Grantor]

[Title]

Attest:

[Title]

[Seal]

[Signature of Trustee]

Attest:

[Title]

[Seal]

## 7045.0526 USE AND MANAGEMENT OF CONTAINERS.

Subp. 6. **Containment.** Requirements for containment systems are as described in items A to E.

C. Spilled or leaked waste and accumulated precipitation must be removed from the sump or collection area in as timely a manner as is necessary to prevent overflow of the collection system. If the collected material is a hazardous waste as defined in parts 7045.0102 to 7045.0155, it must be managed as a hazardous waste in accordance with parts 7045.0205 to 7045.1030. If the collected material is discharged through a point source to waters of the United States, it is subject to the requirements of section 402 of the federal Clean Water Act, *United States Code*, title 33, section 1342, as amended.

Subp. 10. **Air emission standards.** The owner or operator must manage all hazardous waste placed in a container in accordance with

parts 7045.0540, ~~7045.0547~~ 7045.0549, and ~~7045.0548~~ 7045.0551.

#### **7045.0528 TANK SYSTEMS.**

Subp. 12. **Air emission standards.** The owner or operator of a facility must manage all hazardous waste placed in a tank in accordance with parts 7045.0540, ~~7045.0547~~ 7045.0549, and ~~7045.0548~~ 7045.0551.

#### **7045.0532 SURFACE IMPOUNDMENTS.**

Subp. 11. **Air emission standards.** The owner or operator must manage all hazardous waste placed in a surface impoundment in accordance with parts 7045.0540 and ~~7045.0548~~ 7045.0551.

#### **7045.0534 WASTE PILES.**

Subp. 7. **Closure and postclosure care.** Closure and postclosure requirements are as follows:

A. At closure, the owner or operator shall remove or decontaminate all waste residues, contaminated containment system components including liners, contaminated subsoils, and structures and equipment contaminated with waste and leachate; and manage them as hazardous waste unless they are shown to not be hazardous in accordance with parts 7045.0102 to ~~7054.0150~~ 7045.0155.

#### **7045.0539 MISCELLANEOUS UNITS.**

Subp. 2. **Environmental performance standards.** A miscellaneous unit must be located, designed, constructed, operated, maintained, and closed in a manner that will ensure protection of human health and the environment. Permits for miscellaneous units are to contain the terms and provisions necessary to protect human health and the environment, including, but not limited to, as appropriate, design and operating requirements, detection and monitoring requirements, and requirements for responses to releases of hazardous waste or hazardous constituents from the unit. Permit terms and provisions shall include those requirements of parts 7045.0526 to 7045.0542, ~~7045.0547~~ 7045.0549, and ~~7045.0548~~ 7045.0551, and chapter 7001 that are appropriate for the miscellaneous unit being permitted. Protection of human health and the environment includes, but is not limited to:

#### **7045.0620 LIABILITY REQUIREMENTS.**

Subpart 1. **Coverage for sudden accidental occurrences.** An owner or operator of a hazardous waste treatment, storage, or disposal facility, or a group of such facilities, must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental occurrences arising from operations of the facility or group of facilities. The owner or operator must have and maintain liability coverage for sudden accidental occurrences in the amount of at least \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, exclusive of legal defense costs. This liability coverage may be demonstrated as specified in items A to ~~F~~ E:

E. An owner or operator may demonstrate the required liability coverage through the use of combinations of insurance, financial test, corporate guarantee, letter of credit, and trust fund, except that the owner or operator may not combine a financial test covering part of the liability coverage requirement with a guarantee unless the financial statement of the owner or operator is not consolidated with the financial statement of the guarantor. The amounts of coverage demonstrated must total at least the minimum amounts required by this part. If the owner or operator demonstrates the required coverage through the use of a combination of financial assurances under this item, the owner or operator must specify at least one such assurance as “primary” coverage and must specify other assurance as “excess” coverage.

Subp. 2. **Coverage for nonsudden accidental occurrences.** An owner or operator of a surface impoundment, landfill, or land treatment facility which is used to manage hazardous waste, or a group of such facilities, must demonstrate financial responsibility for bodily injury and property damage to third parties caused by nonsudden accidental occurrences arising from operations of the facility or group of facilities. The owner or operator must have and maintain liability coverage for nonsudden accidental occurrences in the amount of at least \$3,000,000 per occurrence with an annual aggregate of at least \$6,000,000, exclusive of legal defense costs. An owner or operator who must meet the requirements of this part may combine the required per-occurrence coverage levels for sudden and nonsudden accidental occurrences into a single per-occurrence level, and combine the required annual aggregate coverage levels for sudden and nonsudden accidental occurrences into a single annual aggregate level. Owners or operators who combine coverage levels for sudden and nonsudden accidental occurrences must maintain liability coverage in the amount of at least \$4,000,000 per occurrence and \$8,000,000 annual aggregate. This liability coverage may be demonstrated as specified in items A to ~~F~~ E:

Subp. 8. **Trust fund for liability coverage.**

D. The wording of the trust fund must be identical to the wording in part 7045.0524, subpart ~~13~~ 12.

## Expedited Rules

An agency adopts Expedited Rules (*Minnesota Statutes* 14.389) when a law requires or authorizes such rules. The agency must follow *Minnesota Statutes*, sections 14.19 and 14.366. Within 180 days after issuance of the administrative law judge's report, or that of the chief administrative law judge, an agency shall submit its notice of adoption, amendment, or repeal to the *State Register* for publication. If the agency has not submitted its notice to the *State Register* within 180 days, the rules are automatically withdrawn.

The agency may not adopt the withdrawn rules without again following the procedures of *Minnesota Statutes* 14.05 to 14.28. If the law authorizing or requiring rules to be adopted under this section 14.389, and refers to **Subdivision 5, Option**, then the notice must include a statement that a public hearing will be held if 100 or more people request a hearing. If such is the case, the agency may adopt the rule only after complying with all of the requirements of chapter 14 for rules adopted after a public hearing.

## Department of Employment and Economic Development Adopted Expedited Permanent Rules Governing the Military Reservist Economic Injury Loan Program

The rules proposed and published at *State Register*, Volume 33, Number 28, pages 1201-1204, January 12, 2009 (33 SR 1201), are adopted with the following modifications:

### 4305.0070 LOAN DEFAULT.

The loan agreement must identify what constitutes default of the loan. The agency may, ~~at its discretion,~~ pursue any course of action authorized by statute, rule, or loan agreement to remedy default, ~~including but not limited to modifying the repayment terms, referring the debt for collection, or writing off the debt as uncollectible.~~

## Commissioners' Orders

Various agency commissioners are authorized to issue "commissioner's orders" on specified activities governed by their agency's enabling laws. See the *Minnesota Statutes* governing each agency to determine the specific applicable statutes. Commissioners' orders are approved by assistant attorneys general as to form and execution and published in the *State Register*. These commissioners orders are compiled in the year-end subject matter index for each volume of the *State Register*.

## Department of Natural Resources (DNR) Commissioner's Order: Approved Firewood Requirement: File # 3435-5-1-1.1

The 2007 M.S.89.551 Approved Firewood Required, Sec. 2, Subd. 3b, authorizes the Commissioner of Natural Resources by written order to publish in the *State Register*, firewood that will be approved on land administered by the Commissioner.

No firewood will be allowed on land administered by the Commissioner unless it complies with the following:

1) Firewood offered for sale by the Minnesota Department of Natural Resources (MN DNR) is from approved vendors or meets paragraph 2)a, b and c or 3 below,

– OR –

2) Firewood offered for sale to the public by vendors who have successfully completed the DNR application process.

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## Commissioner's Orders

Approved firewood vendors must provide customers with a proof of purchase that includes the name of the vendor, date and quantity of wood purchased.

Approved firewood is:

- a. Non-ash firewood originating on lands within Minnesota AND within 100 miles of the Minnesota DNR land on which it is to be used, OR
- b. Firewood originating from Minnesota that has been heat-treated in a kiln certified by the Minnesota Department of Agriculture, OR
- c. Split firewood from Minnesota and is 100 percent debarked according to federal guidelines (removal of bark and outer ½-inch of sapwood).

– OR –

3) Kiln-dried, untreated (unpainted/stained construction/dimensional) lumber that is free of any metal or foreign substance. Pallet boards are not included in this category.

Firewood originating from a quarantined county in Minnesota will be approved only for use in that county. Firewood from counties contiguous to the quarantined county in Minnesota will be approved only for use in those counties.

By this order, I, Mark Holsten, Commissioner of Natural Resources, do hereby approve these firewood restrictions on all Department of Natural Resources lands.

APPROVED: Dated: May 20, 2009

Mark Holsten, Commissioner  
Department of Natural Resources  
This order supersedes the previous Commissioner's  
Order dated May 3, 2007, and is effective upon  
signing.

### Revenue Notices

The Department of Revenue began issuing Revenue Notices in July of 1991. Revenue Notices are statements of policy made by the department that provide interpretation, detail, or supplementary information concerning a particular statute, rule, or departmental practice. The authority to issue Revenue Notices is found in *Minnesota Statutes*, Section 270C.07.

**KEY:** Underlining indicates additions to existing language. ~~Strikeouts~~ indicate deletions from existing language.

## Department of Revenue

### Revenue Notice 09-06: Sales and Use Tax – Revocation of Revenue Notice # 02-23

Revenue Notice # 02-23: Sales and Use Tax – Exemption Certificates, is hereby revoked. There is no need for the revenue notice because *Minnesota Statutes*, section 297A.72, as amended by 2008 *Minnesota Laws*, Chapter 154, Article 12, Section 35, specifically provides the content and form of allowable exemption certificates, and means of identification that are allowed when the purchaser does not have a Minnesota tax identification number.

Publication Date: 15 June 2009

ELIZABETH KADOUN, Assistant Commissioner  
for Tax Policy and External Relations

## Official Notices

Pursuant to *Minnesota Statutes* §§ 14.101, an agency must first solicit comments from the public on the subject matter of a possible rulemaking proposal under active consideration within the agency by publishing a notice in the *State Register* at least 60 days before publication of a notice to adopt or a notice of hearing, and within 60 days of the effective date of any new statutory grant of required rulemaking.

The *State Register* also publishes other official notices of state agencies and non-state agencies, including notices of meetings and matters of public interest.

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## Minnesota Department of Agriculture Agricultural Chemical Response Compensation Board Notice of Public Hearing to Disclose Future Agricultural Chemical Response and Reimbursement Account Surcharges

Pursuant to *Minnesota Statutes*, section 18E.03, Subd. 3., the Minnesota Department of Agriculture, in providing administrative support to the Agricultural Chemical Response Compensation Board (ACRRA Board) has determined that the amount of the annual response and reimbursement fees (surcharge revenues) for the Agricultural Chemical Response and Reimbursement Account must be decreased in order to maintain the statutory-required ACRRA balance.

**NOTICE IS HEREBY GIVEN** that a public hearing will be held on July 15, 2009, at 10:30 a.m., immediately after the regularly scheduled ACRRA Board meeting. The location of the meeting is the Orville L Freeman Building, Conference Room OLF-B-555, 625 Robert Street N, St. Paul, Minnesota.

Written comments and suggestions are preferred and can be sent to:

Carol Logan, ACRRA Board Administrator  
Division of Pesticide & Fertilizer Management  
Minnesota Department of Agriculture  
625 Robert Street North  
St. Paul, MN 55155

**Department of Commerce****Office of Energy Security, Energy Facility Permitting****In the Matter of the Route Permit Application for a 115/69 kV Transmission Line Rebuild from a Proposed West New Ulm Substation to the Existing Fort Ridgely Substation (Docket Number: E002/TL-08-956)**

**NOTICE IS HEREBY GIVEN** that the Minnesota Public Utilities Commission (the Commission), at a meeting on May 14, 2009, and in an Order issued May 18, 2009, determined that the environmental assessment and the record created at the public hearing had adequately addressed the issues identified in the scoping decision. The Commission issued a high voltage transmission line route permit for the West New Ulm project, authorizing Xcel Energy to construct 2.9 miles of 115 kV transmission line double-circuited with the existing Fort Ridgely 69 kV line and a new 115-69 kV substation. The proposed project will extend from Milford Township, Brown County to Lafayette Township, Nicollet County.

If you have any questions about this project or would like more information, please contact the Office of Energy Security project manager: Scott Ek, 85 - 7<sup>th</sup> Place East, Suite 500, St. Paul, MN 55101; **telephone:** (651) 296-8813; **e-mail:** scott.ek@state.mn.us.

Documents relative to this project may be viewed on the Commission's website at:

*<http://energyfacilities.puc.state.mn.us/Docket.html?Id=19744>*

**Minnesota Comprehensive Health Association****Notice of Annual Meeting of Members and Annual Board Meeting**

**NOTICE IS HEREBY GIVEN** that the **Annual Meeting of Members** of the Minnesota Comprehensive Health Association (MCHA), will be held at 9:00 a.m. on Thursday, June 18, 2009 at the MCHA Executive Office, 5775 Wayzata Blvd, Suite 910., St. Louis Park, MN, to be immediately followed by the **Annual Meeting of the Board of Directors**.

For additional information, please call Lynn Gruber at (952) 593-9609.

**Department of Employment and Economic Development (DEED)****Minnesota State Rehabilitation Council****Notice of a Council Summit**

On Wednesday, June 24 from 10:00 to 2:00, the Minnesota State Rehabilitation Council will convene a summit of representatives from 10 governor-appointed councils to share their thoughts and ideas. Participants will include representatives from the following councils:

1. State Rehabilitation Council
2. State Rehabilitation Council for the Blind
3. Governor's Workforce Development Council
4. Minnesota Council on Developmental Disabilities
5. Minnesota Council of Deaf and Hard of Hearing
6. Minnesota Assistive Technology Council
7. Statewide Independent Living Council
8. State Special Education Advisory Panel
9. Minnesota State Council on Disability
10. Minnesota Mental Health Planning Council

# Official Notices

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We plan to discuss how various councils conduct and act on comprehensive needs assessments, emphasis will be placed on the employment needs of people with disabilities. We will reserve some time for open discussion to learn about each council's initiatives, interests and challenges.

Our meetings are open to the public. For more information or accommodation requests, please call Gail Lundeen at (651) 259-7364. TTY: 1-800-657-3973.

Radisson Hotel Roseville  
2540 North Cleveland Avenue  
Roseville, MN 55113

## Department of Natural Resources Notice of Conveyance to Establish Boundary Lines Relating to Certain State Landholdings

**NOTICE IS HEREBY GIVEN** that pursuant to *Minnesota Statutes*, section 84.0273, the State of Minnesota proposes to convey by an agreement and conveyance document and quit claim deed such rights, titles and interests in state lands located in Section 15, Township 105 North, Range 46 West, Pipestone County, to Leslie W. and Marie L. Kallsen, husband and wife and Kristin Kallsen and L. Lee Knefelkamp, who in return proposes to convey by the same agreement and quit claim deed such right titles and interests in its adjacent lands as are necessary for the purpose of establishing boundaries.

The reason for this conveyance is that the existing property descriptions were prepared without a survey, and an assumption was made that the Northwest Quarter of Section 15 was a regular quarter section that is 2640 feet long on each of its four sides.

The parties wish to make their mutual boundaries more definite and certain, and clarify their legal descriptions to coincide more accurately with the actual use on the ground.

Additional information about this conveyance or a copy of the proposed conveyance can be obtained by contacting:

Minnesota Department of Natural Resources  
Division of Lands and Minerals  
500 Lafayette Road Box 45  
St. Paul, Minnesota 55155-4045  
Bruce W. Shepperd, Project Surveyor  
**Phone:** (651) 259-5416  
**E-mail:** [bruce.shepperd@dnr.state.mn.us](mailto:bruce.shepperd@dnr.state.mn.us)

## Minnesota Sentencing Guidelines Commission Notice of Public Hearing to Consider Modifications to the Sentencing Guidelines

The Minnesota Sentencing Guidelines Commission will hold a public hearing on Thursday, July 16, 2009, at 2:00 p.m. in Room 107, at the State Capitol Building, 75 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, MN 55155. The public hearing is being held to consider proposed modifications to the sentencing guidelines and commentary.

Copies of the proposed modifications will be available free of charge on the agency's website at [www.msgc.state.mn.us](http://www.msgc.state.mn.us) or by contacting the Minnesota Sentencing Guidelines Commission at 525 Park Street, Suite 220, St. Paul, MN 55103, or by calling Voice: (651) 296-0144. Deaf/Hard of Hearing/Speech Impaired Only TTY users may call this agency through the MN Relay Service: 1-800-627-3529; ask for (651) 296-0144. If you need special accommodations to attend, please contact the Minnesota Sentencing Guidelines Commission as soon as possible. This notice is available in alternative formats upon request.

All interested persons are encouraged to attend the hearing and offer comments. Persons wishing to speak may register in advance by contacting the Commission's office at the above address/telephone number.

The Commission will hold the record open for five days after the public hearing to accept additional written comment on the proposed modifications. On Thursday, July 23, 2009, the Commission will meet at 2:00 p.m. at the Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, to formally adopt or reject the proposed modifications. If adopted, modifications resulting from new and amended legislation and non-legislative modifications to the sentencing guidelines and commentary will become effective August 1, 2009; non-legislative modifications to the sentencing guidelines and commentary related to criminal history will become effective August 1, 2010, provided the Legislature does not pass a bill to the contrary.

## Department of Transportation

### Office of Civil Rights

#### Notice of Intent to Solicit Outside Information and Opinion on the Proposed Disadvantaged Business Enterprise (DBE) Overall Goal for Transit for Federal Fiscal Year 2010

**NOTICE IS HEREBY GIVEN** that the Minnesota Department of Transportation (Mn/DOT) proposes to set the 2010 overall goal for transit for DBE participation on all Federal Transit Administration-assisted contracts at **5.75%**.

Mn/DOT proposes to meet this goal through race conscious and race gender neutral means.

The DBE overall goal and its rationale are available for public inspection for 30 days from the date of publication of this notice during normal business hours from 8 a.m. until 4:30 p.m. at the Mn/DOT Office of Civil Rights, located on the 7th floor of the Transportation Building at 395 John Ireland Boulevard, St. Paul, Minnesota 55155.

The Mn/DOT Office of Civil Rights will accept comments on the overall DBE goal for 45 days from the date of publication of this notice.

A Public Stakeholder meeting regarding the proposed 2009 Transit DBE goal will be held on July 17, 2009, from 1:30 p.m. to 4:00 p.m., at Mn/DOT, 395 John Ireland Boulevard, St. Paul, Minnesota 55155, in room G13 & G14.

The overall DBE goal may be adjusted in response to comments received during the public comment period.

Address written comments to:

Mary Prescott, Acting Director  
Minnesota Department of Transportation  
Office of Civil Rights  
395 John Ireland Boulevard, Mail Stop 170  
St. Paul MN 55155  
**E-mail:** [mary.prescott@dot.state.mn.us](mailto:mary.prescott@dot.state.mn.us)  
**Fax:** (651) 366-3129

# State Grants & Loans

In addition to requests by state agencies for technical/professional services (published in the State Contracts Section), the *State Register* also publishes notices about grants and loans available through any agency or branch of state government. Although some grant and loan programs specifically require printing in a statewide publication such as the *State Register*, there is no requirement for publication in the *State Register* itself. Agencies are encouraged to publish grant and loan notices, and to provide financial estimates as well as sufficient time for interested parties to respond.

## Need Help Applying for Grants ?

Only *State Register* subscribers get a "Contracts & Grants" section that lists all "active" grants and contracts. Open the *State Register* and click on Bookmarks in the upper left corner. You get a list of ALL the current rules, with an INDEX, and previous volume indices, as well as a list of all "active" contracts and grants, and LINKS to the *State Register*. Subscriptions cost \$180 a year (an \$80 savings). Here's what you receive via e-mail:

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## Department of Administration (Admin) Governor's Council on Developmental Disabilities Notice of Funds for Customer Focused Research Studies

The Governor's Council on Developmental Disabilities (GCDD) is pleased to announce that it is seeking proposals from a market research firm that has served customers in the businesses, telecommunications, health and/or human service markets; and is experienced in conducting qualitative and quantitative studies among diverse populations, including people with developmental disabilities and family members.

A total of \$50,000 in federal funds is available under the Developmental Disabilities Assistance and Bill of Rights Act (P.L. 106-402) for the customer focused research study to be conducted in FFY 2010. The contract resulting from this RFP process can be renewed for four additional years for a total of five years.

Questions regarding the RFP, requests for a copy of the RFP, and complete proposals must be submitted to:

Mary Jo Nichols  
Governor's Council on Developmental Disabilities  
370 Centennial Office Building  
658 Cedar Street  
St. Paul, Minnesota 55155  
**Phone:** (651) 282-2899  
**Toll free:** (877) 348-0505  
MN Relay Service (800) 627-3529 or 711  
**E-mail:** [admin.dd@state.mn.us](mailto:admin.dd@state.mn.us)

The RFP is also available at [www.mnddc.org](http://www.mnddc.org) OR [www.mncdd.org](http://www.mncdd.org). Go to "The Council" and then "News and Events."

**Proposals must be received by the deadline** on Monday, July 13, 2009 at 4:00 p.m.

## Minnesota Pollution Control Agency

### Regional Division

### Proposals Accepted for Nonpoint Source Water Pollution Project Grants through the Federal Clean Water Act Section 319 Grant Program

The Minnesota Pollution Control Agency (MPCA) hereby announces that it will accept grant proposals for nonpoint source developmental, education or applied research (DER) projects and for TMDL Implementation Projects to be funded through the Federal Clean Water Act (CWA) Section 319 Nonpoint Source Grant Program (Section 319). Proposals will be accepted from local governmental units and other entities interested in leading a nonpoint source pollution control project. The MPCA anticipates that over six million dollars will be available this year, contingent upon Congressional appropriation.

Section 319 provides federal grant money for nonpoint pollution abatement and water resource restoration. This year, these funds will be offered for developmental, education or applied research projects (DER) with statewide or regional applicability that demonstrate new or innovative technology, new best management practices, or develop educational programs related to reducing nonpoint source pollution. A research project must answer a research question related to the goal of reducing nonpoint source pollution. All DER proposals must address at least one specific Action Step in the state Nonpoint Source Management Program Plan, <http://www.pca.state.mn.us/water/nonpoint/mplan.html>. Funds are also available for TMDL Implementation projects addressing TMDL implementation plans that will have been approved by the MPCA by July 15, 2009.

#### For a copy of the Request for Proposal

The complete RFP and proposal form are available at: <http://www.pca.state.mn.us/water/cwp-319.html> and can also be requested via e-mail at: [CWP-319.grant.program@state.mn.us](mailto:CWP-319.grant.program@state.mn.us)

**Proposals are due by 4:30 p.m. CDST, July 15, 2009. Proposals must be received by the due date to be eligible.** Electronic submission of proposals is required to: [CWP-319.grant.program@state.mn.us](mailto:CWP-319.grant.program@state.mn.us)

#### Questions

Questions may be e-mailed to: [CWP-319.grant.program@state.mn.us](mailto:CWP-319.grant.program@state.mn.us). Responders may also call Sara Johnson at (651) 757-2473. A list of Frequently Asked Questions (FAQs) is provided on the MPCA web site: <http://www.pca.state.mn.us/water/cwp-319.html>

## Department of Public Safety (DPS)

### Office of Justice Programs

### Request For Proposals – Recovery Act: Byrne JAG Grants

**Purpose:** The Minnesota Office of Justice Programs (OJP), Department of Public Safety, is requesting proposals for criminal justice systems improvement projects with funding from the 2009 American Recovery and Reinvestment Act, Edward Byrne Memorial Justice Assistance grant funds. All grants awarded must address the following goals: 1) hire, rehire, or maintain staff, 2) employ best practices, 3) improve the criminal justice system, and 4) address one of the JAG purpose areas.

**Total available funding:** \$10,706,000 for grants to local entities for two-year grants ranging in size from \$25,000 - \$400,000; \$5,585,000 for grants to state agencies.

**Source of Funds:** American Recovery and Reinvestment Act of 2009 through the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Justice Assistance Grant Program (JAG).

**Application Submission:** Applications will be submitted via WEGO, our on-line grants management system, accessed via the OJP website at: [www.dps.state.mn.us/OJP](http://www.dps.state.mn.us/OJP).

# State Grants & Loans

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**Application deadline:** Proposals must be submitted electronically via the Web Enabled Grants Operations (WEGO) system by **4:00 p.m. Friday, July 24, 2009.**

For a complete Request for Proposal go to: [www.ojp.state.mn.us](http://www.ojp.state.mn.us)

For questions contact: Tricia Hummel, **e-mail:** [tricia.hummel@state.mn.us](mailto:tricia.hummel@state.mn.us) **phone:** (651) 201-7320

## Department of Public Safety (DPS)

### Office of Justice Programs

#### Request for Proposals – Recovery Act: VAWA S.T.O.P. Direct Services to Victims of Domestic Violence, Sexual Assault and/or Dating Violence

**Purpose:** The Minnesota Office of Justice Programs (OJP), Department of Public Safety, is requesting proposals to enlarge or strengthen existing direct services to victims of domestic violence, sexual assault and/or dating violence with funding from the 2009 American Recovery and Reinvestment Act, VAWA S.T.O.P. grant funds. This funding is not intended for start-up services. Priority will be given to applications proposing to enlarge or strengthen current services being provided to underserved populations.

**Total available funding:** Approximately \$975,000 for 21-month grants ranging in size from \$25,000 - \$120,000. Approximately \$325,000 of this amount is designated for services to Native American victims.

**Source of Funds:** American Recovery and Reinvestment Act of 2009 through the Department of Justice, Office on Violence Against Women, S.T.O.P.

**Application Submission:** Applications will be submitted via WEGO, our on-line grants management system, accessed via the OJP website at: [www.dps.state.mn.us/OJP](http://www.dps.state.mn.us/OJP).

**Application deadline:** Proposals must be submitted electronically via the Web Enabled Grants Operations (WEGO) system by **4:00 p.m. Tuesday, June 30, 2009.**

For a complete Request for Proposal go to: [www.ojp.state.mn.us](http://www.ojp.state.mn.us)

For questions contact: Chris Anderson, **e-mail:** [chris.anderson@state.mn.us](mailto:chris.anderson@state.mn.us) **phone:** (651) 201-7302

# State Contracts

**Informal Solicitations:** Informal solicitations for professional/technical (consultant) contracts valued at over \$5,000 through \$50,000, may either be published in the *State Register* or posted on the Department of Administration, Materials Management Division's (MMD) Web site. Interested vendors are encouraged to monitor the P/T Contract Section of the MMD Web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) for informal solicitation announcements.

**Formal Solicitations:** Department of Administration procedures require that formal solicitations (announcements for contracts with an estimated value over \$50,000) for professional/technical contracts must be published in the *State Register*. Certain quasi-state agency and Minnesota State College and University institutions are exempt from these requirements.

**Requirements:** There are no statutes or rules requiring contracts to be advertised for any specific length of time, but the Materials Management Division strongly recommends meeting the following requirements:

\$0 - \$5000 does not need to be advertised. Contact the Materials Management Division: (651) 296-2600

\$5,000 - \$25,000 should be advertised in the *State Register* for a period of at least seven calendar days;

\$25,000 - \$50,000 should be advertised in the *State Register* for a period of at least 14 calendar days; and

anything above \$50,000 should be advertised in the *State Register* for a minimum of at least 21 calendar day

## All "Active" Contracts and Grants

A summarized "Contracts & Grants" section lists all "active" contracts and grants. It is available **only to subscribers** to the *State Register*. Subscribers also receive LINKS to the *State Register*, as well as Bookmarks, and a growing INDEX to each volume, including the current issue, and previous volumes. Subscribers open their State Register and click on BOOKMARKS in the left hand corner. Here's what you receive via e-mail:

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## Minnesota State Colleges and Universities (MnSCU)

### Central Lakes College

### Request for Bids for Bleachers

Central Lakes College is soliciting bids for bleachers for the Brainerd Campus Gymnasium. Detail specifications may be obtained by contacting Rick Otteson at: (218) 270-0286, or Jeff Behr at: (218) 829-0525. Bids will be accepted at the Brainerd Campus until 2:00 PM on Tuesday June 30, 2009 at which time they will be publicly opened and read aloud in room E231. Faxed bids will be accepted provided hard copies are received within 48 hours of the bid time.

All bids must be sealed and marked "BID FOR BLEACHERS"

Submit bids to:

Central Lakes College  
ATTN: Rick Otteson  
501 W College Dr  
Brainerd, MN 56401  
Fax #218-855-8120

The college reserves the right to reject any or all bids, to waive any information or irregularities in the bidding and to make the award serving the best interest of the college.

Central Lakes College is an affirmative action/equal opportunity employer and educator. These materials are available in alternative formats to individuals with disabilities upon request. If you use a TTY, call the Minnesota Relay Service at 1-800-627-3529 and request contact to Central Lakes College.

# State Contracts

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## Minnesota State Colleges and Universities (MnSCU)

### Office of the Chancellor

#### Request for Bid: (REVISED 6-8-09) PRINT and FULFILLMENT of Go Places Publications

The Office of the Chancellor is requesting bids from qualified vendors for the printing and fulfillment of Go Places publications. Please note **REVISED print specifications** dated 6-8-09 and extension of deadline to **NOON CDT, FRIDAY, JUNE 19, 2009**.

**REVISED print specifications** are available by visiting the website: <http://www.pa.mnscu.edu/goplacesrfb> or by contacting Christine McGing, Minnesota State Colleges and Universities, Wells Fargo Place, 30 - 7<sup>th</sup> St. E., Suite 350, St. Paul, Minnesota 55101, **phone:** (651) 297-2720, **e-mail:** [christine.mcging@so.mnscu.edu](mailto:christine.mcging@so.mnscu.edu).

Sealed bids must be received by NOON CDT, FRIDAY, JUNE 19, 2009.

This request does not obligate Minnesota State Colleges and Universities to complete the proposed project, and the system reserves the right to cancel this solicitation if it is considered to be in its best interest.

The Minnesota State Colleges and Universities system is an Equal Opportunity employer and educator.

## Minnesota State Colleges and Universities (MnSCU)

### Dakota County Technical College

#### Sealed Bids Sought for Door Hardware Modifications

**Sealed Bids for:** DOOR HARDWARE MODIFICATIONS  
Dakota County Technical College, Rosemount, Minnesota

**will be received by:** Mr. Paul Demuth  
Director of Operations  
Dakota County Technical College  
1300 145th Street East  
Rosemount, MN 55068

Until **2:00 P.M. CDT, Tuesday, July 14, 2009**, at which time the bids will be opened and publicly read aloud.

**Project Scope:** The Project consists of providing new door locking hardware and software to approximately 310 existing doors, to facilitate both wired and wireless access control.

**A Pre-bid Meeting and Walk Through** will be held on Monday June 15, 2009 at 10:00 A.M. All bidders are strongly encouraged to attend this meeting.

Bidding Documents as prepared by the Project Architect/Engineer; TKDA, are on file at the offices of the:

- 1) above named Project Architect/Engineer
- 2) following Builders' Exchanges: Minneapolis and St. Paul,
- 3) MEDA Minority Contractors Plan Room
- 4) National Association of Minority Contractors of Upper Midwest
- 5) McGraw Hill Construction Plan Room

Complete sets only of Bidding Documents for use by Bidders in submitting a bid may be obtained at the following address:  
TKDA

444 Cedar Street, Suite 1500  
Saint Paul, Minnesota 55101  
Telephone: 651-292-4400

A deposit of **\$25.00** is required for each set. Deposits are non-refundable.

Each bid which totals over \$15,000.00 shall be accompanied by a certified check, payable to **Minnesota State Colleges and Universities**, in the sum of not less than 5% of the total base bid; or a corporate surety bond of a surety company duly authorized to do business in the state of Minnesota in the same amount; which is submitted as bid security, conditioned upon the Bidder entering into a contract with Minnesota State Colleges and Universities in accordance with the terms of the bid.

Each Bidder requesting that Bidding Documents (complete sets only) be mailed to them may send a separate non-refundable payment (check made out to TKDA) for \$25.00 per set for shipping and handling in addition to the \$25.00 deposit. Documents will be sent to street addresses only, PO boxes are not acceptable.

## Minnesota State Colleges and Universities (MnSCU) Hennepin Technical College Notice of Availability of Request for Bids (RFB) for Pavement Repairs and Aggregate Seal Coating at Brooklyn Park and Eden Prairie Campuses

**Selection for:** Hennepin Technical College, Brooklyn Park and Eden Prairie  
Pavement Repairs and Seal Coating

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Hennepin Technical College, is soliciting proposals from interested, qualified contractors and intends to retain a vendor for pavement repair and seal coating at Brooklyn Park and Eden Prairie campuses of Hennepin Technical College. The project includes approximately 1,950 square yards of bituminous pavement repairs and 2,600 square yards of aggregate seal coating at Brooklyn Park Campus, and about 2,100 square yards of bituminous pavement repairs at the Eden Prairie Campus.

**Bid forms, Contract documents, Plans and Specifications** as prepared by the Project Engineer, Larson Engineering, Inc.; will be on file at the offices of:

- 1) Builder's Exchanges of:
  - Minneapolis Builders Exchange
  - St Paul Builders Exchange
- 2) National Association of Minority Contractors of Minnesota

**Sets of Bid Forms, Plans, and Specifications** for use by contractors in submitting a bid may also be obtained at the following address:

Larson Engineering, Inc.  
3524 Labore Road  
White Bear Lake, MN 55110  
**Phone:** (651) 481-9120  
**Fax:** (651) 481-9201

A refundable deposit of \$50 is required for each set. The deposit will be refunded if all documents are returned to Larson Engineering in good condition within 10 days of the bid opening date.

**Proposals must be delivered** to Pauline Arnst, Purchasing Agent, Hennepin Technical College, Eden Prairie Campus, 13100 College View Drive, Eden Prairie, MN 55347, **not later than 1:30 PM, June 22, 2009**. Late responses will not be considered.

Minnesota State Colleges and Universities is not obligated to complete the proposed project and reserves the right to cancel the solicitation if it is considered to be in its best interest.

# State Contracts

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## Minnesota State Colleges and Universities (MnSCU)

### Lake Superior College

#### Sealed Proposals Sought for Lease of Multi-engine, Fixed Wing Aircraft

**Sealed Bids for:** LEASE OF MULTI-ENGINE, FIXED WING AIRCRAFT  
Lake Superior College, Duluth, Minnesota

**will be received by:** Mr. Mark Winson  
Vice President – Finance and Administration  
Lake Superior College  
2101 Trinity Road  
Duluth, MN 55811

Until **2:00 P.M. CDT, Tuesday, June 29, 2009**, at which time the bids will be opened and publicly read aloud.

**Project Scope:** Lake Superior College is seeking bids from vendors to lease a multi-engine engine, fixed wing aircraft to be used for student instruction. The aircraft will be used to provide flight training experience for students in Lake Superior College's Flight Training Program and must be of a compatible age and model with the Frasca 142 flight simulator currently owned by the College. The preferred aircraft is a non-turbo charged Piper PA-44-180 Seminole or similar.

The complete Request for Proposal can be obtained from:  
Mr. Mark Winson  
Vice President – Finance and Administration  
Lake Superior College  
2101 Trinity Road  
Duluth, MN 55811  
**Phone:** (651) 733-7637  
**E-mail:** *m.winson@lsc.edu*

## Minnesota State Colleges and Universities (MnSCU)

### Minneapolis Community and Technical College

#### Notice of Availability of Request for Proposal (RFP) for Owner Representative Selection for Workforce Improvement and Infrastructure Remodeling at Minneapolis Community and Technical College

The Minnesota State Colleges and Universities, acting as the owner for the State of Minnesota, is soliciting proposals from interested, qualified consultants for Owner Representative services for the above referenced project.

A full Request for Proposal is available by contacting **Valerie Frolov at (612) 659-6808** or *Valerie.frolov@minneapolis.edu*

A **MANDATORY** project informational meeting has been scheduled for **3 p.m. on June 24, 2009 at the MCTC Minneapolis campus in the library, room 3400**. Contact **Valerie Frolov at (612) 659-6808** or *Valerie.frolov@minneapolis.edu* to sign up for the meeting.

Proposals must be delivered to: Minneapolis Community and Technical College, Michael Nobel-Olson, Room T-2700 Business Services Suite, 1501 Hennepin Ave, Minneapolis MN 55403, not later than **2 p.m. July 2, 2009**.

Late responses will not be considered.

Minnesota State Colleges and Universities is not obligated to complete the proposed project and reserves the right to cancel the solicitation if it is considered to be in its best interest.

**Minnesota State Colleges and Universities (MnSCU)  
Northland Community and Technical College  
ADVERTISEMENT FOR BIDS for Air Handling Unit Replacement**

**Sealed Bids for:** Air Handling Unit Replacement  
Northland Community and Technical College  
Thief River Falls, MN 56701

**will be received by:** Mr. Clinton Castle  
Physical Plant Supervisor  
Northland Community and Technical College  
1101 Highway One East  
Thief River Falls, MN 56701

Until Tuesday, June 16, 2009, 3:00 p.m. local time, at which time the bids will be opened and publicly read aloud.

**Project Scope:** Replacement of five air handling units with four air handling units. A new variable air volume system to replace multi-zone and reheat systems. Heat exchanger and pumps to provide a new heating system connected to the existing campus hot water heating heating system.

A **Pre-Bid Meeting** will be held at 2:00 P.M., Monday, June 9, 2009, in Drafting Room 701, Northland Community and Technical College, Thief River Falls, MN. The Architect/Engineer and/or College/University Representatives will review the bidding procedures, Bidding Documents and other conditions with interested Bidders and answer questions.

**Bidding Documents** as prepared by the Project Architect/Engineer; MBN Engineering are on file at the offices of the:

- 1) above named Project Architect/Engineer.
- 2) following Builders' Exchanges: St. Paul, Minneapolis, Duluth and Fargo-Moorhead.
- 3) McGraw Hill Construction Plan Room
- 4) Reed Construction Data Plan Room
- 5) MEDA Minority Contractors Plan Room
- 6) National Association of Minority Contractors of Upper Midwest

Complete sets only of Bidding Documents for use by Bidders in submitting a bid may be obtained at the following address:

MBN Engineering  
503 7<sup>th</sup> St. N., Suite 200  
Fargo, North Dakota 58102  
**Phone:** (701) 478-6336

A deposit of \$50.00 is required for each set.

Prospective Bidders requesting that Bidding Documents (complete sets only) be mailed to them, may send a separate non-refundable payment (check made out to the Architect) for \$10.00 per set for shipping & handling (in addition to the \$50.00 deposit) to the Architect. Such deposits and payments may be sent prior to June 8, 2009. Documents will be sent to street addresses only (P.O. Boxes not acceptable).

Each bid which totals over \$15,000.00 shall be accompanied by a certified check, payable to **Minnesota State Colleges and Universities**, in the sum of not less than 5% of the total base bid; or a corporate surety bond of a surety company duly authorized to do business in the state of Minnesota in the same amount; which is submitted as bid security, conditioned upon the Bidder entering into a contract with Minnesota State Colleges and Universities in accordance with the terms of the bid.

# State Contracts

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## Minnesota State Colleges and Universities (MnSCU) Pine Technical College Advertisement for Bids for Boiler Replacement and HVAC Upgrade

**Sealed Bids for:** Boiler Replacement and HVAC Upgrade  
Pine Technical College  
Pine City, Minnesota

**will be received by:** Mr. Steve Lange  
Pine Technical College  
900 4th Street SE  
Pine City, Minnesota 55063

Until **1 PM, local time, Tuesday June 30, 2009** at which time the bids will be opened and publicly read aloud.

**Project Scope:** The project consists of all work required to replace the existing steam boilers, piping and coils with new hot water boilers, piping and coils. This work will require the removal and reinstallation of ceilings, lights and fire protection pipe as needed for access to the piping and coils. In addition, certain HVAC Upgrades are to be made as part of this contract including a new air handling unit serving rooms on the west side of the building and controls upgrades.

**A Pre-Bid Meeting** will be held at **10 AM, Tuesday June 23, 2009** in Room 20, Pine Technical College. The Engineer and College Representatives will review the bidding procedures, Bidding Documents and other conditions with interested Bidders and answer questions.

Bidding Documents as prepared by the Project Engineer, Stanley Consultants, Inc., are on file at the offices of the:

- 1) above named Project Engineer
- 2) following Builders' Exchanges: Rochester, St. Paul, Minneapolis, Duluth, and Fargo-Moorhead.
- 3) McGraw Hill Construction Plan Room
- 4) Reed Construction Data Plan Room
- 5) MEDA Minority Contractors Plan Room
- 6) National Association of Minority Contractors of Upper Midwest

Complete sets only of Bidding Documents for use by Bidders in submitting a bid may be obtained at the following address:

Stanley Consultants, Inc.  
Attn: Melissa Lidberg  
5775 Wayzata Blvd. Suite 300  
Minneapolis, MN 55416  
**Phone:** (952) 738-4321  
**Fax:** (952) 546-4279  
**E-mail:** [lidbergmelissa@stanleygroup.com](mailto:lidbergmelissa@stanleygroup.com)

Prospective Bidders requesting that Bidding Documents (complete sets only) be mailed to them must send a NON-REFUNDABLE payment (check made out to Stanley Consultants) for \$50.00 per set for shipping, handling, and reproduction costs. Documents will be sent to street addresses only (P.O. Boxes not acceptable).

Each bid which totals over \$15,000.00 shall be accompanied by a certified check, payable to **Minnesota State Colleges and Universities**, in the sum of not less than 5% of the total base bid; or a corporate surety bond of a surety company duly authorized to do business in the state of Minnesota in the same amount; which is submitted as bid security, conditioned upon the Bidder entering into a contract with Minnesota State Colleges and Universities in accordance with the terms of the bid.

**Minnesota State Colleges and Universities (MnSCU)  
Ridgewater College  
Advertisement for Bids for Classroom Renovation**

**Sealed Bids for:** Classroom Renovation  
Ridgewater College  
Hutchinson, Minnesota

**will be received by:** Mike Boehme  
Room 240 (Main Conference Room)  
2 Century Avenue S.E.  
Ridgewater College  
Hutchinson, Minnesota 55350

Until 2:00 PM, local time, **Tuesday, June 30, 2009**, at which time the bids will be opened and publicly read aloud.

**Project Scope:**

The project consists of the complete interior demolition of approximately 4,600 SF of classroom and office space. The space will be remodeled into three classroom, seven private offices, and open office space. The work will consist of gypsum board and metal stud partitions, acoustical ceiling tile and grid, hollow metal frames and wood doors, hardware, wall finishes, rubber base (carpet supplied by the College), white boards, tack boards, and non-motorized projection screens. Mechanical work will consist of the extension and redistribution of existing fire protection, ductwork, and temperature control systems. Electrical work will consist of the extension and redistribution of power, lighting, communications, and fire alarm systems.

A Pre-Bid Meeting will be held at **10:00 AM, Tuesday, June 23, 2009, in Room 240 (Main Conference Room), Ridgewater College, Hutchinson**. The Architect/Engineer and College representatives will review the bidding procedures, Bidding Documents and other conditions with interested Bidders and answer questions.

Bidding Documents as prepared by the Project Architect/Engineer of Record, LHB, Inc., is on file at the offices of the:

- 1) above named Project Architect/Engineer of Record.
- 2) following Builders' Exchanges: Minneapolis, St. Paul, Fargo-Moorhead, St. Cloud, and Willmar.
- 3) McGraw Hall Construction Plan Room
- 4) Reed Construction Data Plan Room
- 5) MEDA Minority Contractors Plan Room
- 6) National Association of Minority Contractors of Upper Midwest.

Complete sets only of Bidding Documents for use by Bidders in submitting a bid may be obtained at the following address:

LHB, Inc.,  
250 Third Avenue North, Suite 450  
Minneapolis, MN 55401  
Phone: (612) 338-2029

A refundable deposit of \$100.00 is required for each set.

Prospective Bidders requesting that Bidding Documents (complete sets only) be mailed directly to them may send a separate non-refundable payment (check made out to LHB) for \$75.00 per set for shipping and handling (in addition to the \$100.00 refundable deposit) to LHB. Such deposits and payments may be sent prior to **Tuesday, June 23, 2009**. Documents will be sent to street addresses only (P.O. Boxes are not acceptable).

Each bid which totals over \$15,000.00 shall be accompanied by a certified check, payable to **Minnesota State Colleges and Universities**, in the sum of not less than 5% of the total base bid; or a corporate surety bond of a surety company duly authorized to do business in the state of Minnesota in the same amount; which is submitted as bid security, conditioned upon the Bidder entering into a contract with Minnesota State Colleges and Universities in accordance with the terms of the bid.

# State Contracts

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## Minnesota State Colleges & Universities (MnSCU) Riverland Community College Request for Sealed Bids for a Virtual IV Training Arm

Riverland Community College is requesting sealed bids for a virtual IV training arm with replaceable skin and veins, including sites for subcutaneous and intramuscular injections. The virtual IV is a comprehensive and fully interactive, self-directed learning system and simulator for training peripheral intravenous catheterizations. This IV training arm would include the computerization and module software along with an anatomical viewer. Sealed bids will be accepted until 10:00 a.m. on Monday, June 29, 2009, at which time they will be opened and read.

Bids should be addressed to:

Page Petersen  
And endorsed: **IV training arm**  
West Building Business Office  
Riverland Community College  
1900 8th Ave NW  
Austin, MN 55912

Riverland Community College reserves the right to accept or reject any or all bids, to waive technicalities in bids, and to delay final award of bid for a period of fifteen days after opening of bids.

## Minnesota State Colleges & Universities (MnSCU) Riverland Community College Request for Sealed Bids for Neonatal Simulators

Riverland Community College, Austin, MN is accepting sealed bids for neonatal simulators until 10:00 a.m. on Monday, June 29, 2009, at which time bids will be opened and read.

Interested parties must contact Amy Wangen at (507) 433-0575 or Page Peterson at (507) 433-0650 to obtain specifications for bid. Bids submitted by parties without having obtained specifications will not be considered.

Two (2) Neonatal Simulators are needed for direct learning provided to the interdisciplinary students of Health Science programs and for the use of community business partners. They will provide a simulated patient experience for all with no danger or safety concerns to a live patient. An accessories kit and warranty must be purchased for each Neonatal Simulator.

Bids must be submitted to:

Page Petersen  
And endorsed: **Neonatal Simulator**  
West Building Business Office  
Riverland Community College  
1900 8<sup>th</sup> Avenue NW  
Austin, MN 55912

Riverland Community College reserves the right to reject any or all bids or portion thereof, to waive technicalities in bids, and to delay final award for a period of 15 days.

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# State Contracts

## Minnesota State Colleges and Universities (MnSCU)

### Rochester Community and Technical College

#### Advertisement for Sealed Bids for Elevator Replacement - Phase I

**Sealed Bids for:** RCTC Elevator Replacement – Phase I  
College Center  
Rochester Community and Technical College  
Rochester, Minnesota

**will be received by:** June Meitzner, Purchasing Manager  
Rochester Community and Technical College  
Business Office, Room SS 153  
851 30<sup>th</sup> Avenue SE  
Rochester, Minnesota 55904

Until 2:00 PM, local time, Monday June 29, 2009 at which time the bids will be opened and publicly read aloud.

**Project Scope:** The project consists of the replacement of an existing traction elevator with a new 4,000 lb. holed hydraulic elevator and new Elevator Equipment Room to be located in Room CC203 (Loading Dock) on the Second Floor.

A **MANDATORY** Pre-Bid Meeting will be held at 10:00 AM, Thursday, June 18, 2009, in Room CC408, College Center, Rochester Community and Technical College. The Architect/Engineer and/or College/University Representatives will review the bidding procedures, Bidding Documents and other conditions with interested Bidders and answer questions.

Bidding Documents as prepared by the Project Architect/Engineer; Yaggy Colby Associates, are on file at the offices of the:

- 1) Yaggy Colby Associates, Rochester office
- 2) following Builders' Exchanges:
  - Builders Exchange of Rochester
  - Minneapolis Builder's Exchange
  - St. Paul Builder's Exchange
  - Albert Lea Area Builders Exchange
  - Mankato Builders Exchange
  - Austin Builders Exchange
- 3) McGraw Hill Construction Plan Room
- 4) Reed Construction Data Plan Room

Complete sets only of Bidding Documents for use by Bidders in submitting a bid may be obtained at the following address:

Yaggy Colby Associates  
717 Third Avenue SE  
Rochester, MN 55904  
**Telephone:** (507) 288-6464  
**Fax:** (507) 288-5058

A deposit of \$75.00 is required for each set of plans and specifications.

Prospective Bidders requesting that Bidding Documents (complete sets only) be mailed to them, may send a separate non-refundable payment (check made out to the Architect) for \$25.00 per set for shipping & handling (in addition to the \$75.00 deposit) to the Architect. Such deposits and payments may be sent prior to **Monday June 22, 2009**. Documents will be sent to street addresses only (P.O. Boxes not acceptable).

Each bid which totals over \$15,000.00 shall be accompanied by a certified check, payable to **Minnesota State Colleges and Universities**, in the sum of not less than 5% of the total base bid; or a corporate surety bond of a surety company duly authorized to do business in the state of Minnesota in the same amount; which is submitted as bid security, conditioned upon the Bidder entering into a contract with Minnesota State Colleges and Universities in accordance with the terms of the bid.

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## Minnesota State Colleges and Universities (MnSCU)

### St. Cloud Technical College

#### Formal Request for Bid (RFB) for Purchase of Manual Tool Change CNC Milling Machine

**RESPONSE DUE DATE AND TIME:** Monday, June 29, 2009 by 10:00am Central Time. The complete Request for Bid will be available on Monday, June 15, 2009 on the website: <http://www.sctc.edu/rfp>

**TITLE OF PROJECT:** Purchase of Manual Tool Change CNC Milling Machine for Machine Tool Technology Lab

**GEOGRAPHIC LOCATION REQUIREMENTS:** St. Cloud Technical College, 1540 Northway Drive, St Cloud MN 56303

**RESPONSES MUST BE RECEIVED AT THE LOCATION LISTED BELOW:**

Susan Meyer, Purchasing Agent Room 1-401  
St. Cloud Technical College  
1540 Northway Drive  
St. Cloud, MN 56303  
**Phone:** (320) 308-5973  
**Fax:** (320) 308-5027  
**E-mail:** [smeyer@sctc.edu](mailto:smeyer@sctc.edu)

**CONTACT FOR QUESTIONS:** Bruce Peterson, Phone: 320-308-0978, email: [bpeterson@sctc.edu](mailto:bpeterson@sctc.edu)

Your response to this Request for Bid (RFB) must be returned sealed. Sealed responses must be received no later than the due date and time specified above, at which time the names of the vendors responding to this RFB will be read. **Late responses** cannot be considered and the responses will be rejected.

The laws of Minnesota and MnSCU Board of Trustees policies and procedures apply to this RFB.

All attached General RFB Terms and Conditions, Specifications and Special Terms and Conditions are part of this RFB and will be incorporated into any contract(s) entered into as a result of this RFB.

All responses to this RFB must be prepared as stated herein and properly signed. **Address all correspondence and inquiries regarding this RFB to the Contact person named above. This is a request for responses to an RFB and is not a purchase order.**

## Minnesota State Colleges and Universities (MnSCU)

### St. Cloud Technical College

#### Request for Bid (RFB) for Maintenance, Parts and Supplies for Truck Drivers' Training Program

**RESPONSE DUE DATE AND TIME:** Monday, June 22, 2009 by 10:00am Central Time. The complete Request for Bid will be available on Monday, June 8, 2009 on the website: <http://www.sctc.edu/rfp>

**TITLE OF PROJECT:** Provide maintenance, parts and supplies for the Truck Drivers' Training Program

**GEOGRAPHIC LOCATION REQUIREMENTS:** Location must be no more than 20 (twenty) miles from St. Cloud Technical College

**RESPONSES MUST BE RECEIVED AT THE LOCATION LISTED BELOW:**

Susan Meyer, Purchasing Agent Room 1-401

St. Cloud Technical College  
1540 Northway Drive  
St. Cloud, MN 56303  
**Phone:** (320) 308-5973  
**Fax:** (320) 308-5027  
**E-mail:** *smeyer@sctc.edu*

**CONTACT FOR QUESTIONS:** Diane Denne-Morgan, Phone: (320) 308-6522, e-mail: *dmorgan@sctc.edu*

Your response to this Request for Bid (RFB) must be returned sealed. Sealed responses must be received no later than the due date and time specified above, at which time the names of the vendors responding to this RFB will be read. **Late responses** cannot be considered and the responses will be rejected.

The laws of Minnesota and MnSCU Board of Trustees policies and procedures apply to this RFB.

All attached General RFB Terms and Conditions, Specifications and Special Terms and Conditions are part of this RFB and will be incorporated into any contract(s) entered into as a result of this RFB.

All responses to this RFB must be prepared as stated herein and properly signed. **Address all correspondence and inquiries regarding this RFB to the Contact person named above. This is a request for responses to an RFB and is not a purchase order.**

## Minnesota State Colleges and Universities (MnSCU) Winona State University Request for Bids for Multimedia Studio Lighting Package: Equipment and Supplies

**NOTICE IS HEREBY GIVEN** that Winona State University is seeking bids for equipment and supplies for Phelps Hall Multimedia Studio Lighting Package and Phelps Hall Multimedia Studio Equipment Package.

Bid specifications will be available June 15, 2009 by contacting the Purchasing Department at PO Box 5838, 205 Somsen Hall, Winona, MN 55987, e-mail: *sschmitt@winona.edu* or by calling (507) 457-5067.

Sealed bids must be received by Sandra Schmitt at PO Box 5838, or at 175 W. Mark St., Somsen 205G, Business Office, Winona State University, Winona, MN 55987 by 2:00 PM Monday, June 29, 2009.

Winona State University reserves the right to reject any or all bids and to waive any irregularities or informalities in bids received.

## Department of Health (MDH) Notice of Availability of Contract for Facilitation of Essential Benefit Set Work Group and to Perform Actuarial Analysis

The Minnesota Department of Health requests proposals from respondents to coordinate, facilitate and staff an essential benefit set work group, and to perform actuarial analysis of the cost of 3 alternative benefit design options recommended by the work group. The work group will include representatives of health care providers, health plans, state agencies, and employers and is expected to have 12 to 15 members; the contractor will not be responsible for recruiting members of the work group. The work group's charge is to develop an essential benefit set design that includes coverage for a broad range of services, is based on scientific evidence that services are clinically effective and cost-effective, and provides lower enrollee cost sharing for services that have been determined to be cost-effective. The benefit set must include necessary evidence-based health care services, procedures, diagnostic tests, and technologies that are scientifically

# State Contracts

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proven to be both clinically effective and cost-effective.

Work is proposed to start after August 1, 2009.

A Request for Proposals will be available by email and direct mail from this office. **A written request (by email or direct mail) is required to receive the Request for Proposal.**

The Request for Proposal can be obtained from:

Mat Spaan  
Health Economics Program  
85 E. 7<sup>th</sup> Place, Suite 220  
Saint Paul, MN 55101  
**Phone:** (651) 201-5171  
**E-mail:** *Mat.Spaan@state.mn.us*

Proposals submitted in response to the Request for Proposals in this advertisement must be received at the address above no later than 4:00 pm, Central Time, July 10, 2009, 2009. **Late proposals will NOT be considered.** Fax or e-mailed proposals will **NOT** be considered.

This request does not obligate the State to complete the work contemplated in this notice. The State reserves the right to cancel this solicitation. All expenses incurred in responding to this notice are solely the responsibility of the responder.

## Department of Natural Resources (DNR) Notice of Availability of Contract for DNR Safety Training for Supervisors and Managers

**CERTIFICATION # 19075**  
**Amount of proposed contract: \$100,000**

The Minnesota Department of Natural Resources is requesting proposals for the purpose of developing and delivering a safety education program to agency managers and supervisors. The training program is intended to bring clarity and understanding of safety and supervisory leadership responsibilities to DNR leaders.

Work is proposed to start after July, 2009.

The Request for Proposal can be obtained from:

Julie Johansen  
Department of Natural Resources  
Management Resources  
500 Lafayette Road  
St. Paul, MN 55155-4016  
**Fax:** (651) 297-5818  
**E-mail:** *Julie.johansen@dnr.state.mn.us*

Proposals submitted in response to the Request for Proposals in this advertisement must be received at the address above no later than 3:00 p.m., June 29, 2009. **Late proposals will NOT be considered.** Fax or e-mailed proposals will **NOT** be considered.

This request does not obligate the State to complete the work contemplated in this notice. The State reserves the right to cancel this solicitation. All expenses incurred in responding to this notice are solely the responsibility of the responder.

### Minnesota Board of Pharmacy

#### Request for Proposals (RFP) Issued By the Minnesota Board of Pharmacy for the Implementation of the Minnesota Controlled Substances Prescription Electronic Reporting System (CSPERS)

In 2007 the Minnesota Legislature passed a law requiring the Minnesota Board of Pharmacy (MN BOP) to establish a Controlled Substances Prescription Electronic Reporting System (CSPERS) for schedule II and III controlled substance prescriptions dispensed in Minnesota. The law was modified in 2009 to include schedule IV controlled substances.

The CSPERS will be an essential tool for addressing the problem of prescription drug diversion. It will utilize an electronic monitoring system to facilitate the transmission of data concerning controlled substance prescriptions from approximately 1700 dispensers to a central database maintained by the vendor. The CSPERS will collect data from all outpatient pharmacies that provide these drugs to patients in Minnesota, including pharmacies located within the state and those nonresidential pharmacies that regularly ship into the state and are licensed by the Board.

The Responder will be responsible for hosting the CSPERS database within their own secure environment and for maintaining the data in accordance with industry standard and the state's data security and data privacy requirements.

Responders must offer redundancy, fault tolerance, and "up-time" greater than 99% annual availability. In addition, they must offer needed support for the database and the application so that the CSPERS is available for queries seven days a week, twenty-four hours a day, 365 days per year.

Responders must offer the ability to permit multiple users to use CSPERS at the same time and must provide a secure web portal and standard web browser so that authorized prescribers and pharmacies will be able to access profiles for specific patients for the purpose of identifying possible "Doctor Shopping" behavior.

Responses to this proposal are due 7/06/2009, at 3:00pm CDT.

To request a full copy of the RFP, please contact Cody Wiberg, Executive Director, Minnesota Board of Pharmacy, 2829 University Ave. SE, Suite 530, Minneapolis, MN 55414. E-mail: [cody.wiberg@state.mn.us](mailto:cody.wiberg@state.mn.us) or Telephone: 651-201-2830.

## Department of Revenue

### Notice of Availability of Contract for Collection of Liabilities

The Minnesota Department of Revenue is requesting proposals for the collection of liabilities as provided in *Minnesota Statutes*, Section 16, Ch. 254, Art. 5, and *Minnesota Statutes*, Sections 15.061, 16C.08, and 16D.04. The services to be provided will cover all 87 counties in Minnesota and locations throughout the United States.

The Contractor must have collection experience in all of the debt types listed below in order to be considered for this RFP.

- Business or Individual State Taxes
- Federal or State Student Loans
- Court Fines
- Miscellaneous Government Fines and Fees

Sealed proposals labeled "Collections Proposal" must be received no later than 1:00 p.m., July 15, 2009. **Late proposals will NOT be considered.** Work is proposed to start October 1, 2009.

A complete RFP can be requested from:

Mary Ann Novotny  
Financial Management Division

# State Contracts

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Minnesota Department of Revenue  
Mail Station 4220  
St. Paul, MN 55146-4220  
Or at:  
**E-mail:** [dor.rfp@state.mn.us](mailto:dor.rfp@state.mn.us)

This request does not obligate the State to complete the work contemplated in this notice. The State reserves the right to cancel this solicitation. All expenses incurred in responding to this notice are solely the responsibility of the responder.

## **Department of Transportation (Mn/DOT) Engineering Services Division Notice of Potential Availability of Contracting Opportunities for a Variety of Highway Related Technical Activities (“Consultant Pre-Qualification Program”)**

This document is available in alternative formats for persons with disabilities by calling Juanita Voigt at (651) 366-4774 for persons who are hearing or speech impaired by calling Minnesota Relay Service at (800) 627-3529.

Mn/DOT, worked in conjunction with the Consultant Reform Committee, the American Council of Engineering Companies of Minnesota (ACEC/MN), and the Department of Administration, to develop the Consultant Pre-Qualification Program as a new method of consultant selection. The ultimate goal of the Pre-Qualification Program is to streamline the process of contracting for highway related professional/technical services. Mn/DOT awards most of its consultant contracts for highway-related technical activities using this method, however, Mn/DOT also reserves the right to use Request for Proposal (RFP) or other selection processes for particular projects. Nothing in this solicitation requires Mn/DOT to use the Consultant Pre-Qualification Program.

Mn/DOT is currently requesting applications from consultants. Refer to Mn/DOT’s Consultant Services web site, indicated below, to see which highway related professional/technical services are available for application. Applications are accepted on a continual basis. All expenses are incurred in responding to this notice will be borne by the responder. Response to this notice becomes public information under the Minnesota Government Data Practices.

Consultant Pre-Qualification Program information, application requirements and applications forms are available on Mn/DOT’s Consultant Services web site at: <http://www.dot.state.mn.us/consult>.

Send completed application material to:

Juanita Voigt  
Consultant Services  
Office of Technical Support  
Minnesota Department of Transportation  
395 John Ireland Blvd. Mail Stop 680

## **Department of Transportation (Mn/DOT) Engineering Services Division Notice Concerning Professional/Technical Contract Opportunities and Taxpayers’ Transportation Accountability Act Notices**

**NOTICE TO ALL:** The Minnesota Department of Transportation (Mn/DOT) is now placing additional public notices for professional/technical contract opportunities on Mn/DOT’s Consultant Services **website** at: [www.dot.state.mn.us/consult](http://www.dot.state.mn.us/consult)

New Public notices may be added to the website on a daily basis and be available for the time period as indicated within the public notice. Mn/DOT is also posting notices as required by the Taxpayers' Transportation Accountability Act on the above referenced website.

### **Minnesota Department of Veterans Affairs Notice of Availability of Contract for Pharmaceutical Services, Including All Prescription Medications and Over-the-Counter Medications**

The Minnesota Veterans Home - Hastings is requesting proposals for the purpose of providing pharmaceutical services, including all prescription medications and over-the-counter medications to the residents of the Home.

Work is proposed to start after September 1, 2009.

A Request for Proposals will be available by e-mail or mail from this office through June 22, 2009. **A written request by e-mail, direct mail or fax is required to receive the Request for Proposal.**

The Request for Proposal can be obtained from:

Vicki Davidson  
Veterans Home Hastings  
1200 East 18<sup>th</sup> Street  
Hastings, MN 55033  
**Fax:** (651) 438-8515  
**E-mail:** [vidavids@hast.mvh.state.mn.us](mailto:vidavids@hast.mvh.state.mn.us)

Proposals submitted in response to the Request for Proposals in this advertisement must be received at the address above no later than June 30, 2009 at 2:30 p.m. **Late proposals will NOT be considered.** Fax or e-mailed proposals will **NOT** be considered.

This request does not obligate the State to complete the work contemplated in this notice. The State reserves the right to cancel this solicitation. All expenses incurred in responding to this notice are solely the responsibility of the responder.

## Non-State Bids, Contracts & Grants

The *State Register* also serves as a central marketplace for contracts let out on bid by the public sector. The *State Register* meets state and federal guidelines for statewide circulation of public notices. Any tax-supported institution or government jurisdiction may advertise contracts and requests for proposals from the private sector. It is recommended that contracts and RFPs include the following: 1) name of contact person; 2) institution name, address, and telephone number; 3) brief description of commodity, project or tasks; 4) cost estimate; and 5) final submission date of completed contract proposal. Allow at least three weeks from publication date (four weeks from the date article is submitted for publication). Surveys show that subscribers are interested in hearing about contracts for estimates as low as \$1,000. Contact editor for further details.

## Metropolitan Council Contracting Opportunities

The Metropolitan Council posts all notices of Requests for Proposals (RFP) and Invitations for Bids (IFB) for all of its divisions on its website: <http://www.metrocouncil.org> (see **Doing Business with the Council, Contracting Opportunities**). Project-specific instructions for obtaining the solicitation documents are provided in each notice.

If you have any questions regarding this advertisement, or need assistance accessing the notices, please contact: Miriam, for Metropolitan Council projects, at (651) 602-1095 or [miriam.lopez-rieth@metc.state.mn.us](mailto:miriam.lopez-rieth@metc.state.mn.us); or Candace, for Metro Transit projects, at (612) 349-5070 or [candace.osiecki@metc.state.mn.us](mailto:candace.osiecki@metc.state.mn.us).

## University of Minnesota (U of M) Subscribe to Bid Information Service (BIS)

The University of Minnesota offers 24-hour/day, 7-day/week access to all Request for Bids/Proposals through its web-based Bid Information Service (BIS). Subscriptions to BIS are free. Visit our website at [bidinfo.umn.edu](http://bidinfo.umn.edu) or call the BIS Coordinator at (612) 625-5534.

Request for Bids/Proposals are also available to the public each business day from 8:00 a.m. to 4:30 p.m. in the Purchasing Services lobby, Suite 560, 1300 S. 2nd Street, Minneapolis, Minnesota 55454.

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- **Way of the Whitetail,** \$19.95
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  - Central and Northwest Minnesota,** \$29.95
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- **OSHA Part 1926 Construction,** \$39.98
- **OSHA Part 1910 General,** \$49.95
- **The Dakota War of 1862 - Minnesota's Other Civil War,** by Kenneth Carley, \$14.95
- **Minnesota Treasures - Stories Behind the State's Historical Places,** by Richard Moe, \$39.95
- **No More Gallant a Deed - A Civil War Memoir of the First Minnesota Volunteers,** by James A. Wright, edited by Steven J. Keillor, \$34.95
- **Minnesota's Indian Mounds and Burial Sites:** A Synthesis of Prehistoric and Early Historic Archaeological Data, by Constance M. Arzigian and Katherine P. Stevenson, \$44.95
- **Mike Lynch's Minnesota Starwatch - The Essential Guide to Our Night Sky,** \$24.95
- **Minnesota's State Capitol - The Arts and Politics of a Public Building,** \$16.95
- **A Birders's Guide to Minnesota,** by Kim R. Eckert, \$20.00
- **Celebrate Saint Paul - 150 Years of History,** \$49.95

