



	<b>Ramsey/Washington Recycling &amp; Energy Board</b>	Ramsey/Washington Recycling & Energy Board 2785 White Bear Ave. Suite 350 Maplewood, MN 55109
	<b>Request For Proposals</b>	

**Materials and/or Service:** End-Use Markets for Byproducts from the Recycling & Energy Center

**Phase I Proposal Due Date:** December 4, 2020

**Time:** 4:00 pm (Central Time)

**Mailing, Third-Party Carrier (FedEx, UPS, etc.) and Hand-Submitted Proposals Address:**

Attn: Sam Holl  
Ramsey/Washington Recycling & Energy Board  
2785 White Bear Avenue, Suite 350  
Maplewood, MN 55109

All proposals must be received by Ramsey/Washington Recycling & Energy Board (R&E Board) at the specified location by the date and time cited above. Late proposals will not be considered regardless of cause, will not be opened, and will automatically be disqualified from further consideration. The mere fact that the proposal was dispatched will not be considered; the proposer must ensure that the proposal is actually delivered by the deadline. It shall be the proposer's sole risk to assure delivery at the designated office by the designated time. Late proposals may be returned to the proposer at the expense of the proposer or destroyed if requested. Except for trade secrets and confidential information which the proposer identifies as proprietary, all proposals will be open for public inspection after the contract award. Respondents are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

**PROPOSERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION**

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 1-2. Communications with other R&E Board members, staff or consultants may disqualify you from the evaluation process.

## End-Use Markets for Byproducts from the Recycling & Energy Center RFP

### Table of Contents

Section	Page
1	RFP Introduction and Background ..... 1
1.1	Introduction ..... 1
1.2	Description of Solid Waste Management in the Counties ..... 2
1.3	RFP Process ..... 3
1.4	RFP Schedule of Events ..... 4
1.5	Minimum Qualifications ..... 4
1.6	Incurred Expenses ..... 5
1.7	Questions and Inquiries ..... 5
1.8	Clarification and Discussion of Proposals ..... 5
1.9	Pre-Proposal Vendor Conference ..... 5
1.10	Amendments and Addenda ..... 6
2	Scope of Services ..... 7
2.1	Purpose ..... 7
2.2	Project Goals ..... 7
2.3	Background ..... 8
2.4	Source Separated Durable Compostable Bags ..... 8
2.5	Organic Rich Materials ..... 10
2.6	Refuse Derived Fuel (Biogenic/Non-Biogenic) ..... 11
2.7	Technology Preferences ..... 13
2.8	Digestate & Offtake Requirements (DCBs and ORM) ..... 13
2.9	End Product & Offtake Preferences (RDF) ..... 14
2.10	Financing & Economics ..... 14
2.11	Experience ..... 15
3	Proposal Evaluation and Award ..... 16
3.1	Evaluation Process ..... 16
3.2	Evaluation Criteria ..... 16
3.3	Notice of Intent Award ..... 17
3.4	Negotiations and Contract Execution ..... 17
3.5	Contracting Ethics ..... 17
3.6	No Obligation, Right of Rejection, and Multiple Award ..... 17
4	Submittal Response Format ..... 18
4.1	General Instructions ..... 18
4.2	Executive Summary ..... 20
4.3	General Company Information ..... 20
4.4	Description of Technology ..... 20
4.5	Description of Operations ..... 21
4.6	Description of Materials Management ..... 21
4.7	End-Products Marketing Information and Experience ..... 22
4.8	Environmental Permits and Controls ..... 22
4.9	Reference Facility ..... 23
4.10	Facility Economics and Financing ..... 24
5	Solicitation and Certain Potential Key Contract Terms and Conditions ..... 25
5.1	Contract Approval ..... 25
5.2	Contract Dispute ..... 25

## End-Use Markets for Byproducts from the Recycling & Energy Center RFP

### Table of Contents *(continued)*

Section	Page
5.3 Possession of Firearms on R&E Board Premises .....	25
5.4 Indemnification and Hold Harmless.....	25
5.5 Insurance Requirements .....	25
5.6 Termination.....	26
5.7 Merger .....	26
5.8 Conflict of Interest.....	26
5.9 Pending and Recent Litigation .....	26
5.10 Proposer’s Certification .....	27
5.11 Offer Held Firm .....	27
5.12 Amendment/Withdrawal of Proposals .....	27
5.13 Contract Modifications .....	27
5.14 Contractor Debarment, Suspension, and Responsibility.....	27
5.15 Performance .....	28
5.16 Subcontractors.....	28
5.17 Clarification of Proposals .....	29
5.18 Rights to Submitted Material .....	29
5.19 Contract Negotiation .....	29
5.20 Failure to Negotiate.....	29
5.21 Non-Discrimination Clause.....	30
5.22 Compliance with Law .....	30
5.23 Non-Collusion Statement .....	30
5.24 Force Majeure.....	30
5.25 Policy Compliance .....	31
5.26 Public Information .....	31
5.27 Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention .....	31
5.28 Data Practices .....	31

### Tables

Table 1-1 RFP Schedule of Events .....	4
Table 1-2 Point of Contact .....	5
Table 2-1 R&E Center Outputs (2019) .....	8
Table 2-2 Durable Compostable Bags Quantities & Volumes 2022 to 2028 (Estimated) .	10
Table 2-3 Estimated Tons Organic Rich Material Recovered with Recyclables Recovery System at the R&E Center Beginning in Late 2022 .....	11
Table 2-4 Test Results on the Organic Rich Material (2-inch minus) as Sampled from the Seasonal Waste Composition Studies, 2016 – 2017 .....	11
Table 2-5 Xcel Energy RDF/Proximate Analysis RDF Requirements .....	11
Table 2-6 R&E Center Actual RDF Volumes 2016 to 2019 .....	12
Table 2-7 R&E Center RDF Characteristics .....	12
Table 2-8 R&E Center RDF Biogenic/Non-Biogenic Content .....	13
Table 4-1 Proposal Mailing Address .....	19
Table 4-2 Proposal Checklist .....	19

## End-Use Markets for Byproducts from the Recycling & Energy Center RFP

### Table of Contents *(continued)*

		Page
<b>Figures</b>		
Figure 2-1	DCBs Process.....	9
Figure 2-2	Waste Management Hierarchy.....	14
<b>Attachments</b>		
Attachment 1	Solicitation Response Form	
Attachment 2	Proposer Application for Designation of Trade Secret Information	

# 1 RFP Introduction and Background

## 1.1 Introduction

The Ramsey/Washington Recycling & Energy Board (R&E Board) is a public joint powers board between Ramsey and Washington Counties. The R&E Board is responsible for administering, on the behalf of the two counties, solid waste resource recovery activities, and programs to reduce the land disposal of waste.



Ramsey and Washington Counties have been evaluating alternate waste management technologies for nearly three decades. The R&E Board has continued that work to achieve environmental, economic and social benefits for the Eastern Metro area of the Twin Cities. Ramsey & Washington counties collectively have a total population of just over 813,000<sup>1</sup> and span a total of 593 square miles<sup>2,3</sup> consisting of urban, suburban, and rural areas. The R&E Board owns and operates the Recycling & Energy Center

(R&E Center) in Newport, Minnesota. The R&E Center receives and processes all of the acceptable mixed municipal solid waste (MSW) generated in the two Counties, and currently produces refuse-derived fuel (RDF) and recovers certain recyclable materials. Over the next two to three years, there are planned enhancements at the R&E Center to accommodate source-separated organics and enable the recovery of high-value materials from trash. Plans for these materials and the remaining waste, now used to produce RDF, have taken shape through extensive research, facility site visits and discussion with technology providers. Opportunities to produce alternative products through modern conversion technologies include anaerobic digestion, gasification and chemical recycling, among others.

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of meeting the R&E Board's need for processing technologies and end-use markets for by-products from the R&E Center. The R&E Center intends to continue to produce RDF plus two additional outputs after 2022: source separated organics in Durable Compostable Bags (DCBs) and Organic Rich Materials (ORMs). This RFP is intended to find qualified vendors for management of one, two, or all three of the materials. Management of the materials may include but is not limited to anaerobic digestion, chemical recycling, composting, gasification or pyrolysis.

This RFP is Phase I of a two phase RFP. Proposers' responses will be evaluated based on the criteria described in this RFP. Phase I respondents' proposals that are determined to be most advantageous to the R&E Board will be invited to a Phase II RFP process. If, after Phase II proposals are received, a material(s) management technology(s) is available that meets the R&E Board's needs, the R&E Board may then enter into additional budget discussions and a contract with the selected proposer(s). This RFP and the selected proposal(s) in response to Phase I and Phase II of this RFP will be incorporated into the contract resulting from this

<sup>1</sup> <https://mn.gov/admin/demography/data-by-topic/population-data/our-estimates/>

<sup>2</sup> <https://www.ramseycounty.us/your-government/about-ramsey-county>

<sup>3</sup> <https://www.co.washington.mn.us/102/County-History>

solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term “vendor,” “contractor,” “offeror,” and “proposer” are considered to have the same meaning.

In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- ◆ Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- ◆ Specifies the desired format and content of proposals in response to this RFP;
- ◆ Outlines the R&E Board’s evaluation and selection procedures;
- ◆ Establishes a schedule for the preparation and submission of proposals in response to this RFP; and
- ◆ Establishes a performance standard for the selected proposer.

## **1.2 Description of Solid Waste Management in the Counties**

The R&E Board is a joint powers board comprised of Ramsey and Washington Counties (each a County, or collectively, the Counties), which are located in the eastern Twin Cities Metropolitan Area (East Metro). The R&E Board purchased the R&E Center on December 31, 2015 and plans to continue to use it as a key component in converting MSW, and potentially other solid waste streams generated in the Counties into resources. The R&E Board assists the Counties in implementing an integrated, regional solid waste management system in the East Metro aimed at implementing the Waste Management Hierarchy outlined in the Minnesota Waste Management Act (Minn. Stat. Chaps. 115A and 473, the Act).

Combined with the implementation of waste designation (also known as flow control), a regulatory tool under the Act that allows counties to enact ordinances that require all or a portion of solid waste generated in the county to be delivered to a designated waste management facility, the R&E Board’s operation of the R&E Center provides stability to the solid waste management system in the Counties, enables significant progress towards meeting recycling goals, reduces landfilling of waste, and increases recovery of energy and resources from waste.

The Counties have solid waste management master plans in place as required by the State of Minnesota. These plans are aligned and continue to implement a fully integrated solid waste management system. The system is operated by a combination of public and private service providers.

The system includes extensive management of hazardous waste, and regulation by the Counties of businesses that generate hazardous waste. Both Counties provide convenient household hazardous waste collection services. A private sector system is in place to collect and properly manage problem materials such as batteries, tires, major appliances, mercury containing devices, etc. All residents in both Counties are served by curbside recycling services. Residents in both Counties have access to no-cost or low-cost yard waste collection services. Source separated collection for organics/food waste is available at drop off sites in both Ramsey

and Washington County, and access to curbside collection of organics is planned to be in place in late 2022. Essentially, all businesses are required by Minnesota law to recycle, and the R&E Board operates its BizRecycling program to assist businesses to implement or improve recycling services ([www.BizRecycling.com](http://www.BizRecycling.com)). The R&E Board oversees management of all MSW generated in the Counties for waste processing, production of RDF, and residual disposal. For more information, R&E Board policies, and reports are located at <http://morevaluelesstrash.com/policies-reports>.

About 940,000 tons of material were reported as managed by the integrated system in 2019, with a 54% recycling rate. About 464,000 tons of MSW were available for processing in 2019. All tonnages are listed in short tons.

Ramsey & Washington County businesses currently separate food scraps that are utilized in food to people and food to hogs programs. Ramsey & Washington County offer food scrap drop-offs in 17<sup>4,5</sup> locations. DCBs are anticipated to be available to residents of Ramsey and Washington Counties in late 2022. ORM is anticipated to be separated from the MSW at the R&E Center starting in mid-2022.

Currently, the R&E Board delivers the RDF produced at the R&E Center to Xcel Energy's (Xcel) RDF electric generation units in Red Wing and Mankato, Minnesota pursuant to a 10-year Refuse Derived Fuel Supply Agreement (the FSA) entered into by the R&E Board and Xcel effective January 1, 2018, where it is combusted to generate renewable energy pursuant to Minnesota energy law. The FSA requires the R&E Board to deliver 320,000 tons per year of RDF to Xcel from 2018 – 2022, and 300,000 tons of RDF per year from 2023 to 2027. The R&E Board anticipates that, after 2027, it will no longer supply Xcel's combustion facilities with RDF, and after 2027 will have substantially more RDF available for alternative uses, such as chemical recycling or other yet to be determined methods.

The R&E Center is permitted to process up to 500,000 tons per year of MSW. With R&E Board ownership and the implementation of waste designation, MSW deliveries are expected to continue at 460,000 tons per year. Monthly delivery histories are available upon request. Table 2-2 and Table 2-3 include DCB Quantities & Volumes and ORM Estimated Tons Recovered respectively. Table 2-6 lists R&E Center Actual RDF Volumes from 2016 to 2019. In an average year the R&E Center is expected to produce 350,000 tons of RDF. Therefore after 2022 there will be an estimated 50,000 tons per year of unobligated RDF until the FSA expires at the end of 2027.

### **1.3 RFP Process**

This RFP process is authorized pursuant to Minn. Stat. §473.811 and will be conducted in two phases. In Phase I, the R&E Board will request and receive proposals, review proposals as described in the RFP, and select the proposer(s) from whom the R&E Board would like to receive additional more detailed proposals (the "Phase II Proposers").

<sup>4</sup> <https://www.ramseycounty.us/residents/recycling-waste/collection-sites/food-scrap>

<sup>5</sup> <https://www.co.washington.mn.us/2969/Food-Scraps-Organics-Drop-off>

In Phase II, vendors selected will be invited to respond to a supplemental RFP:

1. to conduct further analyses based on the specific technology or mix of technologies proposed during Phase I; and
2. to submit a final proposal including:
  - a. pricing and additional details on the technical approach, proposed project structure, such as business, marketing, legal, financing, and administrative aspects of the project; and
  - b. proposed contracts, letters of intent, evidence of site control, and memoranda of understanding with lenders, financial sponsors, guarantors, and insurers required to proceed swiftly to contract negotiations with the R&E Board.

At the conclusion of Phase II, the R&E Board, in its sole discretion and for any reason, may or may not, select one or more finalists for contract negotiation on the basis of the responses to both Phase I and Phase II.

#### 1.4 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the R&E Board will follow. The R&E Board has performed extensive planning work and has planned to meet the dates described below. Proposers are encouraged to hold the dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule may occur at the discretion of the R&E Board and will be published via RFP Addendum.

**Table 1-1  
RFP Schedule of Events**

Event	Estimated Date
Request for Proposals Phase I Released	August 24, 2020
Phase 1 Pre-Proposal Conference	1:00pm CDT, September 17, 2020
Deadline for Questions From Vendors	4:00pm CDT, October 1, 2020
Addendum for Questions/Answers Published	October 22, 2020
Deadline for Phase I Proposal Submissions	4:00pm CST, December 4, 2020
Vendor Interviews (if necessary)	Week of January 4, 2021
Proposers informed of selection for Phase II consideration	March 1, 2021

#### 1.5 Minimum Qualifications

For proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and



validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

## 1.6 Incurred Expenses

There is no express or implied obligation for the R&E Board to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP and the R&E Board will not reimburse responding firms for these expenses, nor will the R&E Board pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

## 1.7 Questions and Inquiries

It shall be the responsibility of the proposer to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and proposers shall insert “End-Use Markets for Byproducts from the R&E Center Question” in the subject line. Oral communications will not be accepted. Table 1-2 provides the primary contact information.

**Table 1-2**  
**Point of Contact**

Sam Holl <a href="mailto:sholl@recyclingandenergy.org">sholl@recyclingandenergy.org</a>
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Questions and inquiries related to this RFP, including questions and inquiries related to technical issues, are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 1-2. Proposers shall not contact any other R&E Board, staff, or consultants with any questions or inquiries. Unauthorized contact with personnel of the R&E Board other than staff listed in Table 1-2, may be cause for rejection of the proposer’s response. The decision to reject a proposal is solely that of the R&E Board.

All questions must be received in writing in accordance with the RFP Schedule of Events in Table 1-1. Questions and answers will be issued in accordance with Section 1.10, Amendments and Addenda.

## 1.8 Clarification and Discussion of Proposals

The R&E Board may request clarifications and conduct discussions with any proposer who submits a proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the proposer’s proposal.

## 1.9 Pre-Proposal Vendor Conference

A virtual Pre-Proposal Vendor Conference (Conference) will be held as indicated in Table 1-1. Pre-registration is required by emailing the Point of Contact in Table 1-2 with the subject line

“End-Use Markets for Byproducts from the R&E Center Conference”. A recording of the Conference can be requested after the Conference in the same manner.

The format of the Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Vendors will be able to ask questions related to the RFP or the overall process. The R&E Board will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Conference, the R&E Board will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory but is strongly recommended.

### **1.10 Amendments and Addenda**

All Phase I clarifications and RFP revisions will be documented in an addendum and published to the R&E Board’s [website](#). The R&E Board will attempt to publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum for Phase I as indicated in Table 1-1 and as needed.

Only questions and answers documented in an addendum shall be binding. Proposers shall acknowledge each addendum issued on the Solicitation Response Form (Attachment 1) which shall be signed and returned with proposers’ responses. The R&E Board reserves the right to revise the RFP prior to the deadline for Phase I proposal submissions in accordance with the RFP Schedule of Events in Table 1-1. Revisions shall be documented in an addendum and published to the R&E Board [website](#).

## **2 Scope of Services**

### **2.1 Purpose**

The R&E Center intends to produce RDF plus two additional outputs after 2022, source separated organics in DCBs and ORM. These output materials will be feedstocks for use by Vendors to produce a variety of potential products. This RFP is intended to find qualified Vendors to accept and use these feedstock materials including one, two, or all three of the feedstock materials. Management of the materials may include but is not limited to anaerobic digestion, composting, gasification, pyrolysis, chemical recycling or other processes. The R&E Board provides no warranty of quality of the DCBs or ORM described in this RFP.

The R&E Board is seeking Vendors that currently own and/or operate facilities of the management type proposed with a proven throughput of 20,000 tons per year or more located preferably in North America. Reference facilities should manage similar materials, DCBs, ORM, or RDF, to what is planned to be provided by the R&E Center as described herein.

The R&E Board encourages all interested and qualified Vendors to submit proposals pursuant to this RFP for the development, siting, ownership, and operation of technologies and facilities in or near the East Metro that would utilize DCBs, ORM, or RDF produced at the R&E Center, potentially along with feedstocks from other sources, to produce value-added products. The R&E Board intends to provide material inputs for processing and recovery by the selected Vendor. Proposers should note that the R&E Center, and the site on which it sits, will not be available for use by the proposer.

The R&E Board prefers private ownership and financing for project technologies and facilities. However, the R&E Board will review different options for including public ownership and/or financing proposed by Vendors provided the specifics of their offering. The R&E Board is not interested in operating the technology or facility proposed by any Vendors.

### **2.2 Project Goals**

The proposer shall take into account the following goals of the R&E Board:

1. The project(s) will support the integrated solid waste management system and solid waste management master plans of Ramsey County and Washington County.
2. The project will minimize the negative environmental health impacts of Mixed Municipal Solid Waste (MSW) management, including minimizing anthropogenic and biogenic greenhouse gas and criteria pollutant emissions.
3. The R&E Board will ensure adequate local organics capacity for organic wastes managed from the two counties.
4. The R&E Board preference is for private financing, ownership, development and operation of a proposed facility. However, R&E Board would consider a project that is R&E Board financed and/or owned.
5. The project will be located on a site secured by the proposer, acceptable to the R&E Board. The R&E Board and its member counties may consider providing a site as an alternative option.

6. The project will commence full operations within five years of contract execution, contingent upon timely federal, state and local approvals.

### 2.3 Background

The R&E Board has been engaged in policy development to achieve environmental, economic and social benefits through the R&E Center since 2013. The R&E vision, “vibrant, healthy communities without waste,” is being pursued in several phases. While R&E activities and each county’s programs partner to work upstream, preventing waste and increasing source separation of recyclables, the R&E Center will be redesigned and repurposed to recover more value from waste.

Recovering more value from waste has progressed since the R&E Board purchased the R&E Center in 2016. R&E intends to continue with modifications to the R&E Center in order to recover more value from waste. The work already completed, includes construction of the new building addition to streamline the bulky waste loadout area, provide space for metals recovery form mattresses, and provide storage space, creating room for further enhancements.

The R&E Center is also exploring new technology. A procurement is underway for a robotic separator to quality control sort the non-ferrous metals that are removed from the MSW to improve the quality/purity of the used beverage containers and improve the value of the nonferrous metal at market.

The R&E Board intends to make additional processing enhancement upgrades to accommodate separation of source-separated organics (DCBs) and separation of high-value recyclables and the organic fraction (2 inch minus - ORM) from the MSW. Details of the processing enhancements can be found [here](#). Also under development are plans to use the remaining MSW, now used to produce refuse-derived fuel, to produce alternate products through more modern conversion technologies, such as gasification or digestion to biofuels, and chemical recycling. Table 2-1 includes a general breakdown of the main inputs and outputs from the R&E Center in 2019 (not all inputs or outputs are included in Table 2-1). In 2019, the R&E Center received 427,159 tons of MSW.

**Table 2-1  
R&E Center Outputs (2019)**

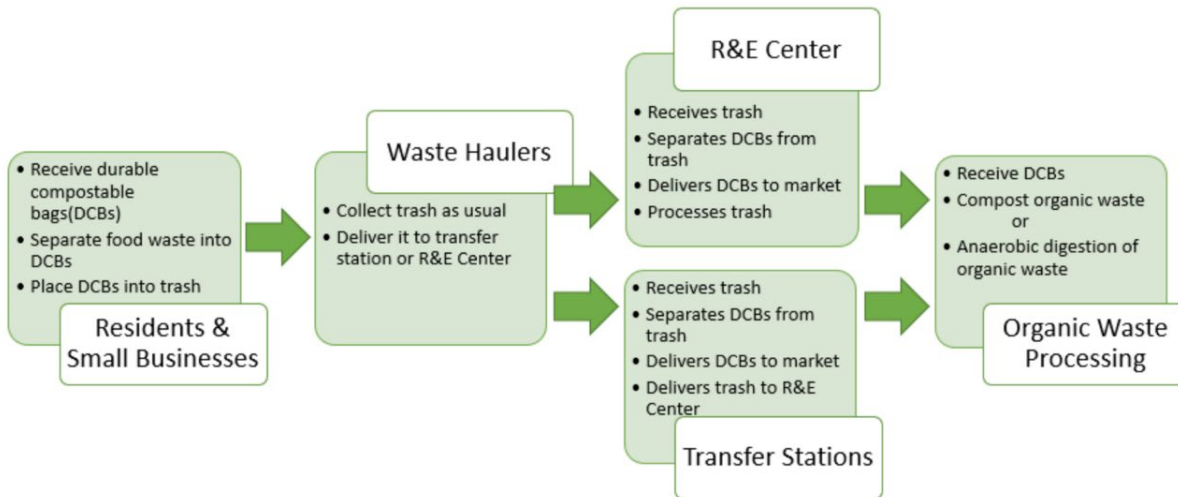
Material	2019
RDF Produced (tons)	346,472
Non Ferrous (tons)	1,034
Process Residue (tons)	16,487
Ferrous (tons)	13,931
Bulky Waste Residue (tons)	40,606

### 2.4 Source Separated Durable Compostable Bags

Organics recycling in Ramsey & Washington Counties occurs through a combination of drop-offs located in both [Ramsey](#) and [Washington](#) Counties and after 2022 an opt-in subscription program available at no additional charge to residents in both counties. Drop-off materials are collected in dumpsters by a private company under contract with the individual counties and are not included in this RFP.

Starting in 2022, Ramsey and Washington County residents who opt-in to the program will be provided with DCBs at no charge to the residents. The DCB Process is on Figure 2-1. Small businesses will be able to purchase DCBs for a fee and opt-in to the program. Food scraps and other compostable products are placed into these extra strong bags which are then tied shut and placed into the MSW. DCBs will then be sorted out of the MSW either at the R&E Center or transfer stations contracted to deliver material to the R&E Center. DCBs will be certified compostable by the Biodegradable Products Institute and be Perfluorooctanoic Acid (PFOA) and Perfluorooctanesulfonate (PFOS) free.

**Figure 2-1  
DCBs Process**



A detailed list of currently acceptable and unacceptable organic waste materials for this program is available at:

- ◆ [Ramsey County Food Scraps](#)
- ◆ [Washington County Food Scraps](#)

The opt-in program is planned to begin roll-out in late 2022. The program will be rolled out in phases and is anticipated to reach maturity in approximately five years. Table 2-2 includes estimated volumes of organics from the DCBs. Food scraps and other compostable materials in DCBs must be accepted by Vendor in a combined manner. DCBs separated from food scraps and other compostable materials must be either digested or composted. DCBs may not be landfilled or combusted for energy recovery. The R&E Board seeks Vendors that can process all available DCBs. However, this RFP is not intended to prevent the Vendor from accepting materials from other sources.

**Table 2-2  
Durable Compostable Bags Quantities & Volumes  
2022 to 2028 (Estimated)**

	<b>Number of Bags per Year</b>	<b>Annual Tons of DCBs</b>
<b>2022 (2% Participation)</b>	382,440	1,530
<b>2023 (5% Participation)</b>	956,100	3,824
<b>2024 (10% Participation)</b>	1,912,200	7,649
<b>2025 (20% Participation)</b>	3,824,400	15,298
<b>2026 (30% Participation)</b>	5,736,600	22,946
<b>2027 (37% Participation)</b>	7,075,140	28,301
<b>2028-2032 (40% Participation)</b>	7,648,800	30,595

## **2.5 Organic Rich Materials**

The R&E Board intends to install a Recyclables Recovery System (RRS) at the R&E Center as part of the processing enhancements with operation beginning in late 2022. The RRS will recover high value recyclables and separate an organic rich fraction identified as ORM from the MSW. The ORM is organics recovered from loose MSW (i.e., not in DCBs) as part of the RRS. The ORM is primarily from the 2-inch minus fraction but can also be from the 6-inch plus (unders) fraction. ORM is highly organic but has a large amount of fines (grit, sand, glass, and dirt).

In 2016 and 2017, the ORM was manually sorted at the R&E Center from the MSW and the resulting ORM was analyzed. Based on the sort, 25 percent of the inbound waste is ORM. However, not all waste will be processed to remove the ORM, and not all ORM will be recovered by the RRS. Table 3 provides anticipated low and high volumes of ORM available starting in late 2022. Table 4 is the compiled laboratory analysis of the seasonal sampling of ORM and includes the biomethane that could potentially be used to generate biogas from the ORM. The R&E Board seeks Vendors that can process all or a portion of available ORM. The Vendor must commit to accept and manage the amount of material contracted by the R&E Board with delivery and acceptance requirements for both parties. However, this RFP is not intended to prevent the Vendor from accepting materials from other sources.

**Table 2-3  
Estimated Tons Organic Rich Material Recovered with  
Recyclables Recovery System at the R&E Center Beginning in Late 2022**

Material	Waste Composition (%)	Total Tons <sup>1, 2</sup>	Low Estimated Percent Recovery (%)	Low Estimated Tons Recovered	High Estimated Percent Recovery (%)	High Estimated Tons Recovered
Organic Rich Materials (food and yard waste) <sup>3</sup>	25%	48,452	30%	14,535	50%	24,226

<sup>1</sup> Material in Waste Stream Based on Waste Characterization.

<sup>2</sup> Assumes 194,000 tons of MSW will be processed with two processing lines at the R&E Center annually.

<sup>3</sup> Assumes recovery of ORMs from the Processing Enhancements equipment targeting recyclables only (not DCB organics recovery). Volumes may change significantly at DCB system maturity.

**Table 2-4  
Test Results on the Organic Rich Material (2-inch minus)  
as Sampled from the Seasonal Waste Composition Studies, 2016 – 2017**

	October 2016	March 2017	May 2017	August 2017
Moisture Content (%)	47.0%	33.3%	32.7%	60.0%
Percent Fines (<6 mm, %)	30.2%	no data	19.8%	11.4%
Inorganics (%)	NT	47.7%	30.2%	14.6%
BMP (mL CH4/g)	196.9	NA	149.6	339.0

## 2.6 Refuse Derived Fuel (Biogenic/Non-Biogenic)

The R&E Center currently produces RDF as an end-product. RDF is combusted in two Xcel Energy former coal combustion plants located in Red Wing and Mankato to generate renewable electricity. The current contract with Xcel Energy expires on December 31, 2027. Table 2-5 shows the RDF characteristic required in the current contract with Xcel Energy. The R&E Center has met these requirements and has not had any loads rejected. Table 2-6 shows RDF volumes since purchase of the R&E Center by the R&E Board in 2016.

**Table 2-5  
Xcel Energy RDF/Proximate Analysis RDF Requirements**

	Minimum	Average	Maximum
BTU/lb	5000	5000-5500	As determined by Operating Committee
Moisture	N/A	25%	40%
Particle Size	N/A	8" x 8"	12" x 12"
Ash (Dry)	N/A	15%	20%

**Table 2-6  
R&E Center Actual RDF Volumes 2016 to 2019**

Year	2016	2017	2018	2019
RDF Produced (tons)	357,027	324,965	329,468	346,472

In anticipation of RDF being utilized for RDF to fuels or RDF to chemicals, the R&E Center has been conducting analysis of the biogenic and non-biogenic content of the RDF utilizing [ASTM Standard D6866-18](#): Standard Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis. Table 2-7 shows R&E Center RDF Characteristics. The R&E Center does not guarantee the future composition of RDF due to plans to install a RRS to remove ORM and removal of food scraps from the waste utilizing DCBs. Table 2-8 shows the current data pertaining to the biogenic and non-biogenic content of the RDF.

The R&E Board seeks Vendors that can utilize 20,000 tons or more annually of RDF. The R&E Board seeks Vendors that can process all or a portion of available RDF. Currently, the R&E Board delivers the RDF produced at the R&E Center to Xcel Energy's (Xcel) RDF electric generation units in Red Wing and Mankato, Minnesota pursuant to a 10-year Refuse Derived Fuel Supply Agreement (FSA) entered into by the R&E Board and Xcel effective January 1, 2018, where it is combusted to generate renewable energy pursuant to Minnesota energy law. The FSA requires the R&E Board to deliver 320,000 tons per year of RDF to Xcel from 2018 – 2022, and 300,000 tons of RDF per year from 2023 – 2027.

MSW deliveries are expected to continue at 450,000 tons per year. In an average year the R&E Center is expected to produce 350,000 tons of RDF. Therefore after 2022 there will be an estimated 50,000 tons per year of unobligated RDF. The R&E Board anticipates that, after 2027, it will no longer supply Xcel's combustion facilities with RDF, and after 2027 will have substantially more RDF available for alternative uses.

The Vendor must guarantee to manage the amount of material contracted by the R&E Board with delivery and acceptance requirements for both parties. However, this RFP is not intended to prevent the Vendor from accepting materials from other sources.

**Table 2-7  
R&E Center RDF Characteristics**

	October 2016	March 2017	May 2017	August 2017
Moisture Content (%)	33.18	30.19	30.50	34.70
Percent Fines (<6mm, %)	12.68	17.25	6.19	8.99
Carbon Content (%)	43.21	46.31	42.12	46.34
H (%)	12.50	22.34	17.90	6.60
N (%)	0.35	0.48	0.43	0.82
Inorganics (%)	19.40	23.94	18.56	16.07



	October 2016	March 2017	May 2017	August 2017
Calorific value (BTU/lb dry material)	9322	8226	7479	7917
BMP (mL CH <sub>4</sub> /g)	NT	NT	NT	NT

**Table 2-8  
R&E Center RDF Biogenic/Non-Biogenic Content**

Sample	Sample Day	Percent Biogenic Carbon Content (%)	Percent Non-Biogenic Carbon Content (%)
Summer 2019 Sample 1	Monday	63%	37%
Summer 2019 Sample 2	Tuesday	80%	20%
Summer 2019 Sample 3	Wednesday	62%	38%
Summer 2019 Sample 4	Thursday	74%	26%
Summer 2019 Sample 5	Friday	73%	27%
Fall 2019 Sample 1	Monday	62%	38%
Fall 2019 Sample 2	Tuesday	29%	71%
Fall 2019 Sample 3	Wednesday	61%	39%
Fall 2019 Sample 4	Thursday	39%	61%
Fall 2019 Sample 5	Friday	70%	30%
Winter 2020 Sample 1	Monday	90%	10%
Winter 2020 Sample 2	Tuesday	86%	14%
Winter 2020 Sample 3	Wednesday	72%	28%
Winter 2020 Sample 4	Thursday	74%	26%
Winter 2020 Sample 5	Friday	57%	43%
<b>Average</b>		<b>66.1%</b>	<b>33.9%</b>

## 2.7 Technology Preferences

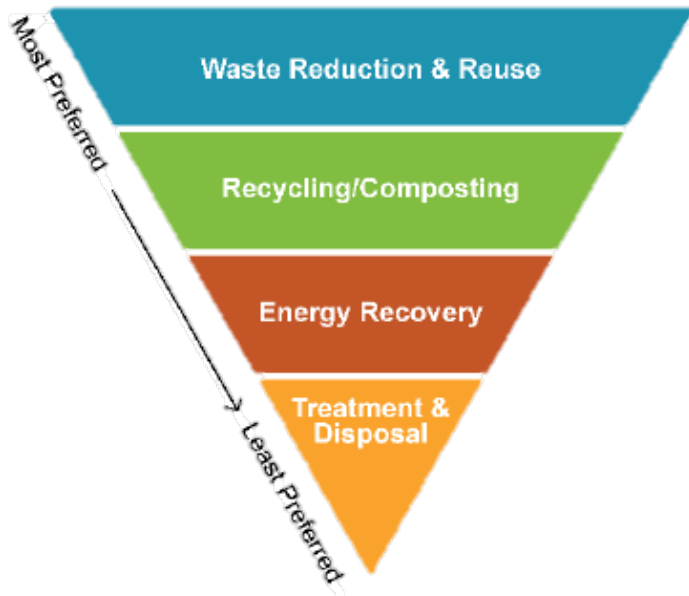
The R&E Board seeks Vendors with a technology or technologies that can manage one or, two, or all three of the feedstock materials: DCBs, ORM, and RDF. Proposals should indicate the entire life cycle and markets for the end products. The R&E Board is agnostic about the technology or technologies to be utilized by the qualified Vendor(s). However, the R&E Board strongly prefers Anaerobic Digestion for management of DCBs and production of Renewable Natural Gas (RNG) from Anaerobic Digestion.

## 2.8 Digestate & Offtake Requirements (DCBs and ORM)

The R&E Board anticipates that digestate and other end products will be created from the digestion process. Digestate from anaerobic digestion must be composted or otherwise used in a way that is Recycling/Composting in the solid waste management hierarchy (Figure 2-2), as indicated in the [Ramsey County Solid Waste Management Master Plan 2018-2038](#) and the [Washington County Waste Management Master Plan 2018-2036](#). If specific materials cannot be

digested and then made into usable products (e.g., compost), provide details on how the digestate can be otherwise utilized as a part of a manufacturing process or other beneficial use.

**Figure 2-2  
 Waste Management Hierarchy**



Source: Ramsey County Solid Waste Management Master Plan 2018-2038

The R&E Board anticipates an offtake agreement for gases such as methane produced from the DCBs and ORM. The R&E Board has a preference for RNG production, but is open to other alternatives.

**2.9 End Product & Offtake Preferences (RDF)**

The R&E Board anticipates that chemicals, fuel, digestate or other end products can be produced from RDF. The R&E Board has a preference for RDF to fuel or RDF to chemicals but is open to any and all beneficial reuse options. The R&E Center intends to provide RDF in an “as-is state” to be further processed (if necessary) by the manufacturer to create end products. The Vendor should describe their processes and end products in the proposal response.

**2.10 Financing & Economics**

The R&E Board is seeking Vendors that currently own and/or operate a facility that can demonstrate the technology that is proposed by the Vendor. The R&E Board intends to provide all three feedstock materials--DCBs, ORM, and RDF--in an “as-is state”. However, the Vendor may provide a preferred quality specification for the DCBs, ORM, or RDF.

The R&E Board anticipates having one or more agreements with one or more Vendors, with specific volumes, pricing, and other terms to be negotiated and finalized in such agreements. An agreement to accept feedstock materials from the R&E Board will not preclude the Vendor from obtaining additional feedstock materials from other suppliers.

## **2.11 Experience**

The R&E Board prefers a Vendor with previous permitting and siting experience within North America. However this should not preclude Vendors with similar facilities outside of North America from proposing. The Vendor or Vendor Team should meet all requirements as described further in the RFP.

### **3 Proposal Evaluation and Award**

#### **3.1 Evaluation Process**

During Phase I, advisory teams assembled by the R&E Board, including technical, financial, and legal advisors as appropriate, will evaluate the proposals. A proposal that does not contain all information required by this RFP will not be evaluated further. Advisory teams will then review the proposals and recommend a ranking of proposals using the criteria described in Section 3.2.

The R&E Board may request additional information or clarification of proposals. Such clarifications or information received will be considered a part of the proposal. The R&E Board hereby reserves the right to select the particular response(s) to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

#### **3.2 Evaluation Criteria**

The advisory teams assembled by the R&E Board will evaluate proposals based on the following criteria:

Technical/Operational:

- ◆ Proposer's demonstrated experience in project development, permitting, design and construction, and operation of proposed facilities;
- ◆ Proposer's demonstrated experience in marketing and selling the products (or similar products) to be produced;
- ◆ The proven commercial viability of the technology and the responsiveness of the proposer's technical proposal;
- ◆ The scalability and adaptability of the technologies and facilities proposed and overall approach and fit to the DCBs, ORM, or RDF produced by the R&E Center;
- ◆ Proposer's proposed project schedule; and
- ◆ Proposer's comprehensive identification of and approach to siting and permitting requirements and issues.

Financial:

- ◆ Proposer's demonstrated financial strength and ability to finance the capital costs, including construction and operation of the facilities proposed;
- ◆ The contractual terms and price to be offered to or requested from the R&E Board;
- ◆ Project economics and funding; and
- ◆ Innovative ideas to reduce the expected initial or ongoing costs and environmental impacts of the project.

### **3.3 Notice of Intent Award**

After the completion of contract negotiations in Phase II, the R&E Board may issue a written Notice of Intent to Award to the successful proposer(s). The scores and placement of other proposers will not be part of the Notice of Intent to Award.

Successful proposers are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the R&E Board sign the contract.

### **3.4 Negotiations and Contract Execution**

The R&E Board reserves the right to negotiate the final terms and conditions of an End Use Markets or Feedstock Supply Agreement, and potentially related agreements, for the development of the proposed DCBs, ORM, and/or RDF project. In the event the R&E Board and the vendor are unable to agree upon all contract provisions, the R&E Board reserves the right to cease negotiations, and to move on to select another vendor, or to reject all proposals.

### **3.5 Contracting Ethics**

- ♦ It is a breach of ethical standards for any person to offer, give, or agree to give any R&E Board employee or Committees, Commissions, and Boards person, or by R&E Board Policy, for any R&E Board employee, or Committees, Commissions, and Boards person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
- ♦ The successful proposer(s) shall not assign any interest in a contract and shall not transfer any interest in the same without the prior written consent of the R&E Board.

### **3.6 No Obligation, Right of Rejection, and Multiple Award**

The inquiry made through this RFP implies no obligation on the part of the R&E Board.

The R&E Board reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The R&E Board may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The R&E Board further reserves the right to award all, part, or none of the services included in this RFP or a proposer's proposal. In addition, the R&E Board reserves the right to make one or more awards to competing proposers for subsets of functionality as a result of this RFP. The R&E Board reserves the right to negotiate with one or more proposers, sequentially or concurrently.

The R&E Board reserves the right to reject any proposal determined to be non-responsive. The R&E Board also reserves the right to refrain from making an award if it determines it to be in its best interest.

## **4 Submittal Response Format**

### **4.1 General Instructions**

It will be the sole responsibility of the proposer to submit its proposal to the R&E Board before the closing deadline. Late proposals will not be considered and will be returned unopened to the proposer.

The R&E Board reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the proposer's reply based on the component prices submitted.

The R&E Board reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the R&E Board. The R&E Board reserves the right to waive irregularities in the proposal content or to request supplemental information from proposers.

Proposers must address all information specified by this RFP. All questions must be answered completely. The R&E Board reserves the right to verify any information contained in the proposer's RFP response and to request additional information after the RFP response has been received. The proposer will be responsible for conducting any and all studies, investigations and tests necessary to prepare its proposal.

The R&E Board may make such investigations as it deems necessary to determine the ability of the proposer to furnish the services outlined herein, and the proposer shall furnish to the R&E Board all such information and data for this purpose as the R&E Board may request. The R&E Board reserves the right to reject any proposal if the evidence submitted by or the investigation of such proposer fails to satisfy the R&E Board that such proposer is properly qualified to carry out the obligations of the contract.

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 2.11, Proposed Timelines of RFP. Proposals received at the R&E Board after this deadline will not be accepted. Late proposals will not be opened and may be returned to the proposer at the expense of the proposer or destroyed if requested.
2. Companies may propose alone or as part of a proposal team with other companies; however, one legal entity shall be listed as the lead proposer and shall ultimately be the contracting entity with the R&E Board, and it shall be financially responsible for its subcontractors.
3. Contents of the proposal are limited to a one-page transmittal letter, a five page Executive Summary, and a proposal (items 4.3 through 4.9) not to exceed 20 pages per material proposed (DCBs, ORM, and/or RDF). Marketing brochures included as part of the main body of the RFP response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a proposer's answers in the body of the proposal, the latter will prevail.

4. Proposer shall submit, in one package, all of the following items:
  - a. A transmittal letter (not to exceed one page) stating the intent to propose in response to the R&E Board’s RFP, the legal name of the lead proposer, contact name, telephone number, email address, and mailing address. The letter shall indicate the proposer’s intent to proceed in good faith and with all reasonable efforts to propose in Phase II, if selected by the R&E Board. The letter shall also clearly state the material(s), DCBs, ORM, and/or RDF, and quantities the proposer is proposing to accept.
  - b. One original hard copy of the complete proposal.
  - c. One original hard copy of the completed Solicitation Response Form.
  - d. One original hard copy of the Application for Designation of Trade Secret Information (if applicable).
  - e. Ten hard copies of the Executive Summary of the proposal.
  - f. Ten flash drives containing the proposal with the exception of Section 4.10 information (Facility Economics and Financing).
  - g. Ten flash drives containing only the Section 4.10 information (Facility Economics and Financing).
  
5. The mailing addresses for proposals is contained in the following table.

**Table 4-1  
Proposal Mailing Address**

<b>R&amp;E Board Mailing Address</b>
Attn: Sam Holl Ramsey/Washington Recycling & Energy Board 2785 White Bear Avenue Suite 350 Maplewood, MN 55109

6. The following table contains the organization guidelines for Phase I Proposal responses.

**Table 4-2  
Proposal Checklist**

<b>Proposal Section</b>	<b>RFP Section Number</b>
Transmittal Letter	4.1,D.i.
Executive Summary	4.2
General Company Information	4.3
Description of Technology	4.4
Description of Operations	4.5
Description of Materials Management	4.6
Marketing Information and Experience	4.7

Proposal Section	RFP Section Number
Environmental Permits and Controls	4.8
Reference Facility	4.9
Facility Economics and Financing	4.10

## 4.2 Executive Summary

Provide an Executive Summary (not to exceed five pages) that summarizes the key features of the proposal. The Executive Summary should explicitly state the type(s) and quantities of material, DCBs, ORM, or RDF, the vendor is proposing to accept.

## 4.3 General Company Information

Each proposer should provide general information on the lead company, as well as information on any affiliated company/organization and/or parent company/organization that may provide financial backing or guaranty associated with the proposal. Also, provide a brief description of any project partner companies.

The company information should include:

- ◆ Business structure of the proposer (e.g., corporation, partnership, sole owner, joint venture, LLC, etc.) and year founded.
- ◆ Ownership structure of the proposer.
- ◆ The address and physical location of the proposer's corporate office and the office(s) responsible for providing the potential methods, facilities, or approaches.
- ◆ Name, address, email address, and telephone number of the proposer's contact person.
- ◆ List of key personnel, including individual experience profiles or resumes.
- ◆ Number of years the business has operated under its present name. If this business has a parent company, has done business under other names, or is doing business under other names, list the parent company (including its address, phone number, email address, and website) and names of the other businesses under which proposer has done or is doing business.

## 4.4 Description of Technology

Each proposer should include a detailed narrative describing the following:

- ◆ A detailed description of the proposed technology or technologies for each feedstock proposed to be accepted, DCB, ORM, or RDF.
- ◆ Provide a detailed description of products to be created from the DCBs, ORM, or RDF, and the proposed markets for such products.



- ◆ Provide an accompanying schematic process flow diagram to illustrate the narrative description.
- ◆ Describe how materials, DCBs, ORM, or RDF will be received including loading infrastructure requirements and any pretreatment requirements.
- ◆ Conceptual drawings of proposed facility. A drawing(s) for an existing, comparable facility is acceptable.
- ◆ The amount of acreage required to develop the proposed facility or facilities, and status of siting.
- ◆ Describe what outside utilities will be required to operate at facility capacity – water, sewer, electric and natural gas, and status of discussion of needs with such utilities, including quality and quantity expectations.
- ◆ The expected operational life of the major equipment and technology.

#### **4.5 Description of Operations**

Each proposer should include a detailed narrative describing the following:

- ◆ The proposed facility's daily capacity, weekly and annual processing and storage capacity, accounting for planned and unplanned maintenance and outages.
- ◆ Describe how material will be managed during planned and unplanned outages.
- ◆ Daily operations of the proposer's facility.
- ◆ Provide the proposed hours of operation.
- ◆ Describe the unit capacities to meet the overall facility capacity.
- ◆ Describe whether unit capacities and facility capacity are comparable to existing applications of the technology, or how scale-up will be achieved.
- ◆ Provide a discussion of transportation of materials in and out of the facility.
- ◆ Describe the type of equipment necessary for DCBs, ORM, or RDF delivery (i.e., walking floor trailers, transfer trailers, etc.).
- ◆ Describe any potential nuisance issues (including but not limited to noise, odor, traffic) with the facilities, and mitigation plans for nuisance issues.
- ◆ Staffing plan, including approach to diversity goals and prevailing wages.

#### **4.6 Description of Materials Management**

- ◆ Provide a mass balance of inbound DCBs, ORM, or RDF to outputs.
- ◆ Describe the type and amount of product(s) produced.

- ◆ Describe proposed and potential beneficial uses of any residual materials and/or the quantity and quality of the residue that would require landfill disposal and/or incineration, including identification of the source of that residue in the process and planned outlet for the residue.
- ◆ Describe the project's ability to scale/transition based on changes to the quantity and quality of DCBs, ORM, or RDF produced at the R&E Center.
- ◆ Is the proposer able to process the DCBs, ORM, or RDF in an "as is" state? Describe any specifications that need to be met for DCBs, ORM, or RDF to be processed by the proposer (e.g. moisture, sizing, etc.).
- ◆ If the proposer's facility accepts other materials for processing, how will the proposer ensure there is capacity available for the R&E Center DCBs, ORM, or RDF.

#### **4.7 End-Products Marketing Information and Experience**

Each proposer should include a detailed narrative describing the following:

- ◆ Facility marketing plan, including all potential products and expected revenues by product (unit-price basis).
- ◆ For each product produced, identify in general terms the expected market and describe the anticipated strength and financial viability of that market.
- ◆ Describe contingency plans for market fluctuations for products.
- ◆ Experience in marketing products from existing facilities.
- ◆ Explain any contact or process for attaining local outlets or markets for your products in this region.
- ◆ Describe any required R&E Board support needed for market development.

#### **4.8 Environmental Permits and Controls**

Each proposer should include a detailed narrative describing the following:

- ◆ Describe the facility design and operational measures to be taken to conform to anticipated environmental requirements.
- ◆ Include all anticipated emissions and management of such emissions. For example, describe anticipated air pollution control devices and their effectiveness, noise and odor abatement measures, means to reduce consumptive water use and process wastewater discharge, stormwater management, and measures to reduce the visual impact of the facility.
- ◆ Describe generally the types of permits and licenses expected to be needed to develop the facility and implement the technology. Include which entities must issue the permits and/or licenses, and a proposed permit issuance timeline. Note that the proposer shall be fully responsible for all permitting requirements regardless of the listing, or lack thereof, in the proposal.

- ◆ Please list any expectations of permitting or siting support by the R&E Board.
- ◆ Minnesota has a program called [Minnesota Business First Stop](#) available for permitting assistance. Have you reached out to Minnesota Business First Stop for permitting assistance?

#### **4.9 Reference Facility**

Each proposer should include information on reference facilities to demonstrate the proposer's experience and capabilities and the proposed technology's viability in enough detail to satisfy the requirements of this RFP. Information may be provided on up to three facilities and should focus on facilities processing the same type and quantity of DCBs, ORM, or RDF as defined in this RFP.

For each operating reference facility, provide the following information, including additional information as necessary within the submission. The R&E Board preference is for reference facilities located in North America.

- ◆ Facility name, location, owner, and operator.
- ◆ The scale of the facility (e.g., demonstration/pilot, commercial) and how long the facility has been operational (years, hours/year, etc.).
- ◆ Unit size (in tons per day) and number of units.
- ◆ Design and actual operating throughput.
- ◆ Describe all feedstock accepted, source of feedstock, and contamination maximums or tolerances. Percentages of each must be provided.
- ◆ End-products/outputs produced, including quantities of each, use of each, and disposition of all end products including contaminants. Generally describe any off take agreements including biogas.
- ◆ Status of facility (e.g., operating, under construction).
- ◆ Detailed description of process and facility system.
- ◆ Operating history (e.g., date commissioned, period of operation, operator, availability over the past three years).
- ◆ Major problems/shut downs and lessons learned.
- ◆ Environmental permits, inspection and compliance status including initial permitting timeline.
- ◆ Primary revenue sources.
- ◆ Relationship of proposer to the reference facilities.

#### **4.10 Facility Economics and Financing**

Each proposer must include, in a separate envelope, a detailed narrative describing their base economic proposal, including the following:

- ◆ Potential revenues and fees by product type. Include proposed material fee structure and components, along with incentives to improve the economics for the R&E Board.
- ◆ Guarantees and/or key contractual terms to be offered to or required of the R&E Board.
- ◆ Proposed ownership of RECs (Renewable Energy Credits), RINs (federal Renewable Identification Numbers for renewable transportation fuels), and any other such green credits (such as state credits). Describe the degree the project financial plan relies upon such credits.
- ◆ Proposer's most recent financial statements or auditor's letter characterizing the financial capacity available for the project.
- ◆ Ability to privately finance the proposed project and the type of financing to be utilized.
- ◆ If available, planning-level cost and pricing estimates, including design and construction cost, transportation, operating costs, and product revenue (by product).
- ◆ If available, a breakdown of expected operating costs including: labor, utilities, chemicals, maintenance and repair, capital repair and replacement, and residuals disposal costs.

Please note that any key contract terms or pricing proposed to the R&E Board in Phase I will not be binding, but will be used for consideration as to which proposers shall be invited to participate in Phase II. Any material changes to such proposed terms or pricing will require a good cause explanation in the Phase II proposals if proposer is selected for Phase II.

## **5 Solicitation and Contract Terms and Conditions**

### **5.1 Contract Approval**

This RFP does not, by itself, obligate the R&E Board to award a contract. The R&E Board's obligation will commence following the R&E Board's approval of a contract. The R&E Board will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the R&E Board.

### **5.2 Contract Dispute**

In the event of contract dispute, dispute proceedings will be held in the State of Minnesota. Mediation will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

### **5.3 Possession of Firearms on R&E Board Premises**

Unless specifically required by the terms of the contract, no provider of services pursuant to a contract, including but not limited to employees, agents or subcontractors of the (vendor or contractor, depending upon which term is used) shall carry or possess a firearm on R&E Board premises or while acting on behalf of the R&E Board pursuant to the terms of an agreement. Violation of this provision shall be considered a substantial breach of the agreement; and, in addition to any other remedy available to the R&E Board under law or equity. Violation of this provision is grounds for immediate suspension or termination of a contract.

### **5.4 Indemnification and Hold Harmless**

The vendor will agree that it will defend, indemnify, and hold harmless the R&E Board, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the R&E Board may sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the vendor, its agents, officers or employees during the performance of an agreement.

### **5.5 Insurance Requirements**

The proposer agrees that in order to protect itself, as well as the R&E Board, under the indemnity provisions set forth above, it will at all times during the term of an agreement, keep in force the following insurance protection in the limits specified:

- ◆ Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the R&E Board's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- ◆ Automobile coverage in the amount of the R&E Board's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time
- ◆ Worker's Compensation in statutory amount.

Prior to the effective date of an agreement, the proposer will furnish the R&E Board with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by the agreement. This certificate of insurance shall be on file with the R&E Board throughout the term of the agreement. As a condition subsequent to the agreement, the proposer shall insure that the certificate of insurance provided to the R&E Board will at all times be current. The

parties agree that failure by the proposer to maintain a current certificate of insurance with the R&E Board shall be a substantial breach of the contract and payments on the contract shall be withheld by the R&E Board until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the R&E Board.

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

## **5.6 Termination**

The R&E Board may immediately terminate an agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the R&E Board upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of an agreement the R&E Board may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, thirty (30) calendar days' written notice of its intent to terminate the agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the thirty (30) day cure period, the agreement shall terminate upon expiration of the cure period.

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

## **5.7 Merger**

It is understood and agreed that the entire agreement of the parties will be contained therein and the agreement will supersede all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in the agreement will be incorporated or attached and deemed to be a part of the agreement.

## **5.8 Conflict of Interest**

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by proposer of all benefits of the Contract; ii) the retainage by R&E Board of all services performed by proposer and iii) the recovery by the R&E Board of all consideration, or the value of all consideration, paid to proposer pursuant to any awarded contract.

## **5.9 Pending and Recent Litigation**

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past five years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

## **5.10 Proposer's Certification**

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Minnesota and is licensed to conduct business in the State of Minnesota;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the R&E Board reserves the right to reject the proposal, terminate a contract, or consider the proposer in default.

## **5.11 Offer Held Firm**

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event a Phase II invitation is not made within 180 days, the R&E Board will send a written request to all proposers deemed susceptible for Phase II invitation asking proposers to hold their price firm for a longer specified period of time.

## **5.12 Amendment/Withdrawal of Proposals**

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the R&E Board. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The R&E Board may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

## **5.13 Contract Modifications**

Any material alteration, modification or variation in a contract shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification or variation deemed not to be material by agreement of the R&E Board and the Contractor shall not require written approval.

## **5.14 Contractor Debarment, Suspension, and Responsibility**

Federal Regulation 45 CFR 92.35 prohibits the R&E Board from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the R&E Board. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

## **5.15 Performance**

All services performed by the vendor pursuant to an agreement shall be performed to the satisfaction of the R&E Board, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Services not performed in accordance with the terms and conditions of the RFPs and contract shall be considered a material breach and shall be cause for immediate termination by R&E Board. The Vendor shall not receive payment for work found by the R&E Board to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by the R&E Board to be unsatisfactory, the R&E Board shall provide Vendor with written notice describing the work found to be unsatisfactory in any reasonable respect and thirty (30) days to correct the unsatisfactory service performed. Vendor shall work with the R&E Board to correct the unsatisfactory service to R&E Board's mutual satisfaction within thirty (30) days of said notice. If service is not corrected within thirty (30) days of said notice to the satisfaction of the R&E Board, it shall be considered a material breach and shall be cause for immediate termination by R&E Board.

## **5.16 Subcontractors**

The proposer shall not enter into any subcontract for performance of any services contemplated under an agreement nor novate or assign any interest in the agreement without the prior written approval of the R&E Board. Any assignment or novation may be made subject to such conditions and provisions as the R&E Board may impose. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the R&E Board's request:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. Type of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing;
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Minnesota business license;
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract; and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the R&E Board for all services contracted by the proposer under this RFP.



The proposer's failure to provide this information, within the time set, may cause the R&E Board to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the R&E Board's Project Manager or contract administrator designated by the R&E Board. If the proposer subcontracts the obligations under an agreement, the proposer shall be responsible for the performance of all obligations by the subcontractors.

### **5.17 Clarification of Proposals**

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 1-2 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

### **5.18 Rights to Submitted Material**

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the R&E Board, and will not be returned. The R&E Board will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the R&E Board is subject to making records available for disclosure.

### **5.19 Contract Negotiation**

After final evaluation, the R&E Board may negotiate with the offerors of the highest-ranked proposal(s). Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the R&E Board may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If after the Phase II process contract negotiations are commenced, it is possible such negotiations could be conducted remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at R&E Board offices, and the offeror will be responsible for all costs including its travel and per diem expenses.

### **5.20 Failure to Negotiate**

If a selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or
4. If the proposer and the R&E Board, after a good-faith effort, cannot come to terms, then

The R&E Board may terminate negotiations with proposers initially selected and commence negotiations with the next highest-ranked proposer(s). At any point in the negotiation process, the R&E Board may, at its sole discretion, terminate negotiations with any or all proposers.

### **5.21 Non-Discrimination Clause**

During the performance of an agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with Section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

### **5.22 Compliance with Law**

The Contractor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the agreement. The contract, amendments, and supplements will comply with and be governed by all laws of the State of Minnesota. Any violation shall constitute a material breach of the executed agreement. All actions brought under the agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in R&E Board.

### **5.23 Non-Collusion Statement**

Proposers shall complete and sign the non-collusion statement as a part of the Solicitation Response Form in Attachment 1 and include it with their proposal.

### **5.24 Force Majeure**

Neither party shall be in default by reason of any failure in performance of the contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party including, unforeseeable acts of nature; terrorism or other acts of public enemy; war and pandemics, epidemics or quarantine restrictions.

If either party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with the contract.

## 5.25 Policy Compliance

The proposer shall, as a condition of being awarded a contract, to require each of its agents, officers and employees to abide by the R&E Board's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on R&E Board property at all times while performing duties pursuant to an agreement. The proposer agrees and understands that a violation of any of these policies or rules constitutes a breach of the agreement and sufficient grounds for immediate termination of the agreement by the R&E Board.

## 5.26 Public Information

It shall be understood that all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and proposals or referencing information submitted in response to this RFP shall become the property of the R&E Board, and will not be returned. The R&E Board will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the R&E Board is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and proposers, including the proposers ultimately awarded contracts, shall cooperate in complying with such public disclosure laws at no additional cost to the R&E Board.

In the event any proposer designates materials within its proposal confidential and/or proprietary and therefore not subject to release pursuant to public record disclosure laws, and if the R&E Board, its employees, and/or its officials are then named in or subjected to legal action based on its refusal to disclose such materials designated confidential and/or proprietary by the proposer, proposer agrees to indemnify, hold harmless, and defend the R&E Board in any such action brought against it regarding the R&E Board's refusal to release such proposer-designated materials pursuant to a public records request.

## 5.27 Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention

Pursuant to Minn. Stat. section 16C.05 subd. 5, the proposer will:

- ◆ Maintain records which reflect all revenues, costs incurred and services provided in the performance of an agreement.
- ◆ Agree that the R&E Board, the State Auditor, or legislative auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to an agreement. The proposer agrees to maintain and make available these records for a period of six (6) years from the date of the termination of the agreement.

## 5.28 Data Practices

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the proposer, because of this agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The proposer is subject to the requirements

of the Act and its corresponding Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in Section 13.08 of the Act shall apply to the proposer.

# **Attachment 1**

## **Solicitation Response Form**

## Solicitation Response Form

**Solicitation Title: End-Use Markets for Byproducts from the Recycling & Energy Center**

**The following shall be completed by the Proposer:**

Proposer Company Name:

Total Number of Solicitation Pages:

Total Number of Pages in Proposer's Solicitation Response:

Acknowledgement and Number of Solicitation Addenda Received:

**PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION  
RESPONSE FORM**

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

### ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the proposer to the provisions contained in the solicitation document for the above Solicitation, including the Solicitation and potential key Contract Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the proposer. By signing below, I hereby provide the R&E Board acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

### COLLUSION

By signing below, I certify that this solicitation response, even if it involves two or more companies, has been prepared without any collusion with other proposers, contractors, competitors, R&E Board employees or R&E Board Members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Proposer Representative:

Signature:

Date:

Solicitation Title: End-Use Markets for Byproducts from the Recycling & Energy Center

**Attachment 2**  
**Proposer Application for Designation of Trade Secret**  
**Information**

## **Proposer Application for Designation of Trade Secret Information**

**Solicitation Title** End-Use Markets for Byproducts from the Recycling & Energy Center

The submitted proposal includes trade secret information that we, the proposer, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

As such, we are requesting that certain provisions of our proposal, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of the R&E Board's Purchasing Standard Terms and Conditions.

Section:

Page Number:

Topic:

We understand that a decision regarding this request will be made by R&E prior to award of a contract. If this classification request is granted, in the event the designation of this information as trade secrets is challenged, we agree to defend, indemnify, and hold harmless the R&E Board against any claims related to the designation of this data as trade secrets data.

We further understand that the R&E Board considers markings of "confidential" or "trade secrets" in the solicitation response to be insufficient to classify information in a response. We agree to indemnify and hold R&E Board harmless from any damages arising out of the release of any materials or data unless they are specifically identified above.

Name and Title of Authorized Preparer

Signature:

Date: