



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

**MEETING NOTICE  
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD**

**Date:** Thursday, September 23, 2021  
**Time:** 10:00 am to 12:00 pm  
**Zoom:** <https://zoom.us/j/98129892403?pwd=aUxLWnJrjZOS213L1F3RHhycmJkZz09>  
 Phone: 1-651-372-8299 | Meeting ID: 981 2989 2403 | Passcode: 701212

The Chair of the Ramsey/Washington Recycling and Energy Board has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the emerging prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means and the Board meeting will be conducted pursuant to and in compliance with Minnesota Statute 13D.021. Members of the public will be able to watch the public meeting live online.

**AGENDA**

- I. Call to Order, Introductions, Commissioner Roll Call**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes – July 22, 2021 Minutes** Action Page 2
- IV. Consent Agenda**
  - a. Engineering Services RFP Authorization Action Page 7
- V. Governance – No items**
- VI. Management and Administration**
  - a. Facility & Finance Committee Report
    - i. Update on Procuring End Markets Information Page 36
  - b. 2021 Budget Update Information Page 39
  - c. DCB Manufacturer Vendor Selection Action Page 41
- VII. Policy – No items**
- VIII. Updates and Reports** Information Page 48
  - a. Facility Updates
  - b. Procurement Report Page 49
- IX. Other**
  - a. Invitation for Comments from Ex Officio R&E Board Members: Information  
MPCA and City of Newport
- X. Adjourn**

**NEXT MEETING**

R&E Board | Thursday, October 28, 2021 | 10 am – 12 pm | Zoom or Environmental Health Office, Maplewood



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

**THURSDAY, JULY 22, 2021  
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MINUTES**

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 10:00 a.m. on Thursday, July 22, 2021 at the Ramsey County Environmental Health Office, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. The Recycling & Energy Board Chair approved, starting with the July 22 R&E Board meeting, hosting with commissioner members all in person at Ramsey County Environmental Health Offices in Maplewood along with key staff and presenters. Members of the public will be able to continue to participate remotely via Zoom or in person at the Maplewood address.

This is a regularly-scheduled business meeting and a closed session, as permitted by section 13D.05, subdivision 3 (b), to discuss potential legal challenge related to R&E enhancements. A written roll of members and all other persons at the closed portion of the meeting will be made available to the public after the closed meeting.

**MEMBERS PRESENT**

Commissioners Wayne Johnson, Stan Karwoski, Gary Kriesel (alt), Fran Miron, Lisa Weik – Washington County  
Commissioners Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

**MEMBERS NOT PRESENT**

Commissioner Nicole Frethem - Ramsey County  
Commissioner Trista MatasCastillo – Ramsey County  
Commissioner Jim McDonough (alt) - Ramsey County

**EX-OFFICIO MEMBERS PRESENT**

Tom Ingemann, City of Newport

**EX-OFFICIO MEMBERS NOT PRESENT**

Dave Benke, Minnesota Pollution Control Agency (MPCA)

**ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD**

Leigh Behrens, Josh Gigger, Zack Hansen, Sam Hanson, Sam Holl, Kevin Johnson, Jennefer Klennert, Kevin Magnuson, Jim Redmond, Michael Reed, John Ristad, Nikki Stewart, Jody Tharp, Jordan Thone, Kris Wehlage

**ATTENDING REMOTELY**

Amos Briggs, Shannon Conk, Sheena Denny, Dan Donkers, Rae Eden Frank, Commissioner Nicole Frethem, Michelle Gin, Kelli Hall, Filsan Ibrahim, Lowell Johnson, Nate Klett, Nick Kluge, Sandy Koger, Andrea McKennan, Ethan Osten, Jessica Paquin, Brittany Palme, Minette Saulog, John Springman, Felicia Tri, Ryan Tritz, Margaret Vesel, Renee Vought, Susan Young

**CALL TO ORDER/APPROVAL OF THE AGENDA**

Chair Reinhardt called the meeting to order at 10:06 a.m. Introductions of commissioners and participants present at Maplewood were made.

Commissioner Ortega moved, seconded by Miron, to approve the agenda as presented.

Roll Call: Ayes: 7 Nays: 0 Motion Carried.

**APPROVAL OF THE JUNE 24, 2021 MINUTES**

Commissioner Weik moved, seconded by McGuire, to approve the June 24, 2021 minutes.

Roll Call: Ayes: 7 Nays: 0 Motion Carried.

**MANAGEMENT AND ADMINISTRATION**

**State Auditor Presentation**

Kris Wehlage, R&E accounting manager, introduced Brittany Palme, Auditor Director, and Felicia Tri, Local Government Auditor-Senior, from the Office of the State Auditor (OSA). Brittany Palme presented a summary of the 2020 R&E audit. The audit was presented in full on June 7, 2021 at a meeting including Chair Reinhardt, R&E management and staff. Three documents are related to the audit:

***Independent auditor's report***

- R&E received an unmodified opinion, the best result that can be received.

***Required communications letter***

- Management is responsible for the selection and use of appropriate accounting policies. No new policies were established in 2020.
- Estimates involved in the financial statement process are listed and estimate basis defined. These are unchanged from 2019.
- No significant difficulties were encountered in performing the audit, and no misstatements were noted.
- New GASB statement requirements will be effective in 2022 related to leases. While it does not currently impact R&E, the requirements would apply should R&E take on any leases.

***Independent auditor's report on Minnesota legal compliance***

- This report outlines pieces of the legal compliance guide auditors are tasked with reviewing. There were no findings related to R&E being out of compliance with legal statutes.

**Approval of 2022-23 Budgets**

Commissioner Wayne Johnson, Facility & Finance Committee (F&F Committee) chair, noted that the proposed budgets were presented at the June 24 R&E Board meeting. No changes were recommended by the board at that time. The F&F Committee approved these budgets for recommendation for R&E Board approval.

Commissioner Johnson shared that since the June meeting, Washington County held a board workshop in which the proposed R&E budgets were reviewed in context of the county's Waste Management Master Plan. The county wants to ensure ability to meet their contribution obligation among all of their waste plan priorities. While concerns exist about increases in the R&E budgets, Washington County is willing to move forward with the proposed budgets, provided that Ramsey County does not have changes.

Major impacts to the R&E budgets include:

- R&E Center processing enhancements will be online in 2022 and include new operations costs and staffing at the facility
- Implementation of the new food scraps pick up program for residents with the processing enhancements coming online
- Expansion of some of the Ramsey County-only efforts in joint activities into Washington County

- Start of payments on debt service for the R&E Center enhancements

Nikki Stewart, Joint Leadership Team (JLT), briefly explained the three R&E budgets and R&E Board approval timeline. Each of the budgets require approval by the board.

**2022-2023 Joint Activities Budget**

Nikki Stewart provided an overview of the Joint Activities (JA) Budget, highlighting major changes and impacts. The JA Budget, also known as the General Fund or Governmental Fund, is funded by county contributions (Ramsey County 73%, Washington County 27%). Programs align with counties' waste management plans. In addition to major impacts to the JA Budget identified by Commissioner Johnson, major changes include:

- Earlier than planned start to food scrap recycling program and related service contracts
- Community waste solutions and continuation of Ramsey County-only programs for both counties
- 2 FTEs approved by R&E Board at its May 27 meeting
- 1 FTE moved from Ramsey County-only funds

Commissioner Ortega moved, seconded by Johnson, to approve Resolution R&EB-2021-12, 2022-2023 Joint Activities Budget. The R&E Board:

- Approves 2022-2023 Joint Activities Budget.
- Recommends that the Ramsey and Washington county boards approve the 2022-2023 Joint Activities Budget.

Commissioner McGuire inquired whether Washington County will be providing additional funding for this budget cycle for the JA Budget. Commissioner Miron stated that Washington County will have a nearly \$1 million increase for the R&E budgets. Washington County believes in the R&E partnership, which helps meet the goals of the Washington County Waste Management Plan.

Commissioner Ortega proposed an annual board workshop to discuss emerging issues, and how counties can better work together. Commissioner Reinhardt proposed a spring workshop be organized as recommended by Commissioner Ortega and confirmed that the workshop would focus on broader issues and not specifically a review of the budgets.

Commissioner Johnson noted that the JA Budget is distinct from the business budgets (Facility and EM&R). The JA Budget allows the two counties to identify new opportunities for improvement and collaboration.

Roll Call: Ayes: 7 Nays: 0 Motion Carried.

**2022-2023 Facility Budget**

Nikki Stewart presented an overview of the Facility Budget, also known as the Enterprise Fund, which is funded primarily by tipping fees. Major changes to the budget include:

- Rising property insurance costs
- Earlier start dates for processing enhancements
- New FTEs and increased operational costs
- Payments beginning on debt service in 2023

Tipping fees will be \$87 per ton in 2022 and \$99 per ton in 2023.

Commissioner Johnson moved, seconded by Karwoski, to approve Resolution R&EB-2021-13, 2022-2023 Facility Budget. The R&E Board:

- Approves 2022-2023 Facility Budget.
- Establishes the tipping fee at the Recycling & Energy Center for Ramsey County and Washington County waste at \$87.00 per ton in 2022, and \$99.00 per ton in 2023.

Commissioner Johnson stated that the F&F Committee and R&E staff had numerous discussions around this budget. The committee has approved the budget and presents it the R&E Board with a recommendation for approval.

Commissioner Miron inquired about the \$556k moving to the Facility Budget from the JA Budget. Stewart noted that the R&E Board has JA budget Fund Balance Policy whereby overages (anything more than 35% of the next year's budget) are transferred to the Equipment Maintenance & Replacement (EM&R) Budget. Staff recommends the R&E Board approves this one-time exception to use fund balance to maintain a lower tipping fee in 2022.

Roll Call: Ayes: 7 Nays: 0 Motion Carried.

#### **2022-2023 Equipment Maintenance & Replacement Budget**

Michael Reed introduced the EM&R Budget, a two-year budget based on a rolling five-year capital improvement plan, funded primarily from recycling revenue and reviewed by the R&E Board annually. Cumulative reserves ensure future funding of projects and no deferral of maintenance at the R&E Center, protecting R&E's investment.

Kris Wehlage answered commissioner questions regarding reserve fund transfers and differences in the 2022-2023 budget planning due to pandemic-related budget effects of 2021. Commissioners discussed the need for review of budget policies.

Commissioner Johnson moved, seconded by Ortega, to approve Resolution R&EB-2021-14, 2022-2023 Equipment Maintenance & Replacement Budget. The R&E Board:

- Approves 2022-2023 EM&R Budget.

Commissioner Johnson suggested that composition of the F&F Committee be reviewed to ensure inclusion of experienced R&E Board members, which would provide more depth of understanding of the budgets.

Roll Call: Ayes: 7 Nays: 0 Motion Carried.

#### **UPDATES AND REPORTS**

Michael Reed proposed that, given meeting time constraints, staff provide written updates to commissioners post-meeting. Chair Reinhardt approved receiving written updates and reports.

#### **OTHER**

##### **Invitation for Comments from Ex Officio R&E Board Members**

No comments.

#### **MOTION TO CLOSE MEETING**

Commissioner Johnson moved, seconded by Weik, to close the public meeting as permitted by Minn. Stat. section 13D.05, subd. 3 (b) to discuss potential legal challenges related to R&E Center enhancements.

Roll Call: Ayes: 7 Nays: 0 Motion Carried.

**Members Present**

Commissioners Wayne Johnson, Stan Karwoski, Gary Kriesel (alt), Fran Miron, Lisa Weik – Washington County  
Commissioners Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

**Members Not Present**

Commissioners Nicole Frethem, Trista MatasCastillo – Ramsey County

**Attending at Ramsey Environmental Health, Maplewood**

Josh Gigger, Zack Hansen, Kevin Johnson, Kevin Magnuson, Michael Reed, John Ristad, Nikki Stewart, Jordan Thone

**Attending Remotely**

Elliott Williams

**Discussion of Potential Legal Challenges Related to R&E Center Enhancements**

Commissioner Karwoski moved, seconded by McGuire, to approve Resolution RE&B-2021-15. The R&E Board directs the Joint Leadership Team, R&E county attorneys and R&E legal counsel Stoel Rives to proceed as discussed in closed session.

Commissioner Ortega left the meeting.

Roll Call: Ayes: 6 Nays: 0 Motion Carried.

**ADJOURN**

Chair Reinhardt declared the meeting adjourned at 12:20 p.m.

**NEXT MEETING:**

Thursday, August 26, 2021 | 10 am – 12 pm | Ramsey County Environmental Health, Maplewood, MN

ATTESTED TO:

Approved: \_\_\_\_\_  
September 23, 2021

Approved: \_\_\_\_\_  
September 23, 2021



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

<b>R&amp;E BOARD MEETING DATE:</b>	September 23, 2021			<b>AGENDA ITEM:</b>	IV.a			
<b>SUBJECT:</b>	Engineering Services Request for Proposals (RFP) Authorization							
<b>TYPE OF ITEM:</b>	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Joint Leadership Team (JLT)							

**R&E BOARD ACTION REQUESTED:**

1. Authorize the R&E Joint Leadership (JLT) to release the Recycling & Energy Engineering request for proposals (RFP) for engineering services, evaluate the responses to the RFP, and return to the R&E Board with vendor selection(s) and contract approval.

**EXECUTIVE SUMMARY:**

The predecessor to the Ramsey/Washington Recycling & Energy (R&E) Board was the Ramsey/Washington County Resource Recovery Project (RRP) Board. The RRP and was responsible for oversight of service agreements related to as the previously privately owned and operated Ramsey/Washington Recycling & Energy (R&E Center). Those service agreements had business, financial, engineering and legal components. Staff from Ramsey and Washington counties administered the RRP, with expertise provided by specialized county finance and legal staff, as well as outside consultants for legal and engineering services. Engineering services under the RRP were especially important in the review of facility technology performance. In addition, engineering services assisted with policy development when industry expertise was needed, such as with waste delivery and landfill agreements, evaluation of the waste collection system in the two counties and evaluation of alternative technologies.

During the three-year period when the RRP Board evaluated whether to purchase the R&E Center, and during the purchase process, the need for expert advice significantly increased. Upon purchase of the R&E Center, during the transition to R&E operation, and currently, outside experts are retained to assist with a wide variety of R&E’s work.

During the initial ownership years and now (2016 – 2021), R&E has relied on outside engineering support to address a wide variety of equipment and operational issues (for example, equipment upgrades to address deferred maintenance and assistance on safety improvements), business elements (such as waste delivery contracts and waste designation planning), policy development (such as future waste processing alternatives), procurement (such as selection of vendors for three major R&E Center construction projects) and construction monitoring (such as the present work on the food scrap bag building and processing line, and recycling recovery system installation).

**SUBJECT:** *Engineering Services RFP Authorization*

The engineering consultant for both RRP and R&E has been Foth Infrastructure & Environment, LLC. When the previous facility owner (Resource Recovery Technologies, or RRT) indicated its intent to leave the business in 2012, Foth was a key team member in navigating the purchase of the facility, helping evaluate the counties' role in processing, negotiate a purchase price and analyze of the future of waste processing.

Foth's contract has been renewed annually during this time, and each year staff has evaluated whether the timing was appropriate to solicit for engineering services. The intensity of the R&E work was such that a change in engineering consultants was not advised. The JLT believes that R&E is now positioned to solicit for engineering services. While the pace of work and need for engineering services remains high, the JLT and R&E management have examined current and future work and recommend that R&E proceed to solicit for these services.

The JLT is recommending a two-part solicitation, with one part focusing on R&E general strategic and policy work, and the other focused on the R&E Center. Specifically:

*R&E General*

- *Solid waste management research and evaluation*
- *Enhancements projects planning*
- *Joint activities assistance*
- *Evaluation and analysis of future technologies*

*R&E Center*

- *Odor control*
- *Delivery of waste & materials marketing*
- *Enhancements projects design*
- *R&E Center operational assistance*
- *Other duties of an engineering or technical nature*

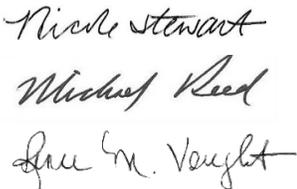
As a result of this solicitation, there could be one vendor working on both parts, or two separate vendors. Anticipated contract term is January 1, 2022 through December 31, 2026.

**ATTACHMENTS:**

1. Draft resolution
2. Draft RFP

**FINANCIAL IMPLICATIONS:**

\$1,240,000 has been approved for engineering services in the 2022-2023 budgets.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	9/14/2021
	

**SUBJECT:** *Engineering Services RFP Authorization*

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**RAMSEY COUNTY ATTORNEY**



9/9/2021

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**WASHINGTON COUNTY ATTORNEY**



9/14/2021

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**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

**DRAFT RESOLUTION R&EB-2021-16**

WHEREAS, The Ramsey/Washington Recycling & Energy Board (the “R&E Board”) is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated November 19, 2019, (“Joint Powers Agreement”); and

WHEREAS, The R&E Board adopted Procurement Guidelines on January 24, 2019 (Resolution R&EB – 2019-2) which specify the procurement methods for contracts and purchases; and

WHEREAS, The R&E Board has extensive needs to contract for engineering services, both specific to the R&E Center and also for more general strategic and policy work; and

WHEREAS, The R&E Board approved its 2022-2023 Joint Activities, Facility, and Equipment Maintenance and Replacement (“EM&R”) budgets on July 22, 2021 in accordance with Section V.B.8 of the Amended and Restated Joint Powers Agreement; and

WHEREAS, There is funding available in the R&E 2022-2023 budget for these services. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby authorizes the R&E Joint Leadership Team (JLT) to release the Recycling & Energy Engineering Services request for proposals (RFP), evaluate the responses to the RFP and return to the R&E Board with vendor selection(s) and contract approval.

\_\_\_\_\_  
Victoria Reinhardt, Board Chair  
Date

\_\_\_\_\_  
Attest  
Date

 <p><b>RAMSEY/WASHINGTON RECYCLING &amp; ENERGY</b> CONNECTING VALUE TO WASTE</p>	<p><b>Ramsey/Washington Recycling &amp; Energy</b></p>	<p>Ramsey/Washington Recycling &amp; Energy 2785 White Bear Ave. Suite 350 Maplewood, MN 55109</p>
	<p><b>Request for Proposal (RFP)</b></p>	

**Title of RFP: Engineering Services**

**Responses must be received by 2:00 p.m. Central Time on October 26, 2021.**

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

Attn: James Redmond  
 Ramsey/Washington Recycling & Energy  
 100 Red Rock Road  
 Newport, MN 55055

All solicitation responses must be received by Ramsey/Washington Recycling & Energy (R&E) at the specified location by the date and time cited above. Late solicitation responses will not be considered. The mere fact that the solicitation response was dispatched will not be considered; the firm must ensure that the solicitation response is actually delivered. Regardless of cause, late qualification responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the designated office by the designated time. Late solicitation responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested. Except for trade secrets and confidential information which the Offeror identifies as proprietary, all solicitation responses will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Solicitation responses 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 02. Communications with other R&E staff, Ramsey or Washington County staff, and/or R&E Contractors may disqualify you from the evaluation process.

## Engineering Services RFP

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## 1.0 RFP Introduction and Background

### 1.1. Solicitation Description and Process

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey/Washington Recycling & Energy (R&E) has no obligation to place an order as a result of this inquiry. This Request for Proposal (RFP) is intended to solicit proposals from proposers capable of meeting R&E's need for an Engineering Services provider.

R&E expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. R&E reserves the right to waive any minor irregularities in the solicitation process.

This RFP and the selected solicitation response(s) to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "contractor," "offeror," "Proposer" and "proposer" are considered to have the same meaning.

### 1.2. About Ramsey/Washington Recycling & Energy

[R&E](#) is a public joint powers board between Ramsey and Washington counties in Minnesota. R&E is responsible for administering solid waste (trash) programs for residents and businesses in both counties. Combined, the two counties are home to over 800,000 residents and over 70,000 businesses.

With a partnership of over 30 years, Ramsey and Washington counties have made a bold pivot in thinking about the waste system, recognizing the potential value in the materials that are put in the trash and shifting the view from "waste" to "resource." The economic, environmental and community benefit of this resource can be realized only through a comprehensive waste system that seeks to recover that value. This resulted in the 2015 purchase of the [Ramsey/Washington Recycling & Energy Center](#) in Newport, MN.

In owning the facility, and requiring all trash produced in Ramsey and Washington counties be managed there, the counties are better positioned to capture the resource value of waste and find higher, better use for waste materials. In fulfilling this vision, Ramsey and Washington counties, through R&E, will maximize the recovery of resources, reduce greenhouse gas emissions and divert as much as possible from landfills.

### 1.3. Purpose of RFP

The purpose of this RFP is to seek proposals for Engineering Services for R&E. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. Engineering Services are broken down into two categories: General Engineering Services related to the broad needs of R&E, including strategies and programs; and Engineering Services specific to the R&E Center located in Newport. Respondents may return proposals for one or both of the specified engineering areas. Respondents may also partner with another Contractor and submit a combined response. If a service is available that meets R&E needs, R&E may then enter into additional budget discussions and a contract with the selected proposer(s). R&E may potentially award one contract for both areas of engineering services, or separate contracts for each for a total potential of two contracts resulting from this RFP.

**Note: R&E is actively evaluating proposals related to the End-Use Markets for Waste Byproducts RFP. To avoid conflict of interest issues, vendors may respond to both RFPs, but may not be awarded contracts resulting from both RFPs**

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 R&E evaluation and selection procedures.
- Establishes a schedule for the preparation and submission of proposals in response to this RFP.
- Establishes a performance standard for the selected proposer.

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

#### 1.4. Contract Term & Schedule

The initial term of the contract is expected to be for three years upon execution, with the option for up to two one-year renewals.

#### 1.5. Costs

The resulting contract fee shall be a not to exceed agreement for services rendered and reimbursable expenses. Rates shall be negotiated.

#### 1.6. RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule R&E will follow. R&E has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration 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 will be published via RFP Addendum.

**Table 01: RFP Schedule of Events**

Event	Estimated Date
Request for Proposals Released	September 24, 2021
Optional Pre-Proposal Conference	October 4, 2021
Pre-Proposal Conference Location	Virtual. Email <a href="mailto:jredmond@recyclingandenergy.org">jredmond@recyclingandenergy.org</a> for a link to the meeting.
Deadline for Proposer Questions	October 11, 2021
R&E Addendum Published	October 15, 2021
Deadline for Proposal Submissions	October 26, 2021
Anticipated Contract Effective Date	January 1, 2022

#### 1.7. 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.

#### 1.8. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held according to the information in Table 01. The purpose of the conference is to discuss the solicitation and allow vendors to see the site and ask questions. Questions and answers will be transcribed and posted on R&E’s website in the form of an addendum.

#### 1.9. Incurred Expenses

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

**1.10. 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 “Engineering Services RFP” in the subject line. Oral communications will not be accepted. The following table provides the primary contact information.

**Table 02: Point of Contact**

Point of Contact
James Redmond <a href="mailto:jredmond@recyclingandenergy.org">jredmond@recyclingandenergy.org</a>

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 02 above. Proposers shall not contact any other R&E staff, Washington and Ramsey County Staff, or R&E Contractors with any questions or inquiries. Unauthorized contact with any personnel of R&E other than staff listed in Table 02, may be cause for rejection of the Proposer’s response. The decision to reject a Proposal is solely that of R&E.

**1.11. Clarification and Discussion of Proposals**

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

**1.12. Amendments and Addenda**

All clarifications and RFP revisions will be documented in an addendum and published to R&E’s website, <http://morevaluelesstrash.com/>. R&E will attempt to publish periodic addenda on a timely basis. Questions received less than ten days prior to the date for opening may not be answered.

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. R&E reserves the right to revise the RFP. Revisions shall be documented in an addendum and published to the R&E website.

## 2.0 Instructions for Proposers

### 2.1. Advertisement for Proposal/Public Notice

R&E uses its website, [www.recyclingandenergy.org/vendors/](http://www.recyclingandenergy.org/vendors/) to release all competitive solicitations and associated addenda. Construction-related solicitations shall be published in R&E's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in R&E's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

### 2.2. Instructions for Proposers

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

R&E 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 respondent's reply based on the component prices submitted.

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

Vendors must address all information specified by this RFP. All questions must be answered completely. R&E reserves the right to verify any information contained in the Vendor's RFP response and to request additional information after the RFP response has been received.

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

Marketing brochures included as part of the main body of the RFP response will not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the quote, the latter will prevail.

The deadline for proposal responses is established in Section 1.7, RFP Schedule of Events. Proposal responses received at R&E after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Contractors shall submit one original and 1 electronic copy of the solicitation response via mail or personal service to R&E. Oral solicitation responses will not be considered. Electronic copies shall be submitted as a PDF.

The mailing addresses for Proposals is contained in the following table.

**Table 04: Proposal Mailing Address**

R&E Mailing Address
Attn: James Redmond Ramsey/Washington Recycling & Energy 100 Red Rock Road Newport, MN 55055

The following table contains the organization guidelines for Proposal responses.

**Table 05: Proposal Checklist**

RFP Attachment Number	Proposal Section	RFP Section Number
-	Signed Cover Letter	2.3
Attachment 1	Completed Proposal Response Form (attached)	2.4
Attachment 2	Contractor Information and Reference Form (attached)	2.5
-	Firm Introduction	2.6
-	Qualifications and Experience	2.7
-	Work Plan for Scope of Services	2.8
-	Description of Contractor's Cost/Budget for Scope of Services	2.9
-	Exceptions to Terms and Conditions	2.11
Attachment 3	Application for Designation of Trade Secret Information (attached)	2.12

### 2.3. Cover Letter

The first section of the Proposal should be the Cover Letter. The Cover Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Cover Letter must provide the following:

- i. Identification of the proposing company, including name, address and telephone number;
- ii. Name, title, address, telephone and fax numbers, and email address of contact person during period of Proposal evaluation;
- iii. A summary of the company's background and history;
- iv. A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim, on company letterhead. Even if there have been no claims, a statement must be provided;
- v. A brief summary of the Proposal contents;
- vi. Signature of a person who is authorized to sign contracts for the company.

The Cover Letter shall be printed on the company's letterhead.

A signature on the Cover Letter hereby provides R&E 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.

### 2.4. Proposal Response Form

The second section of the Proposal should be a completed Solicitation Response Form - Attachment 1.

### 2.5. Contractor Information and Reference Form

The third section of the Proposal should be a completed Contractor Information and Reference Form – Attachment 2.

## 2.6. Firm Introduction

Provide a brief company history and organizational structure of the firm. Include an outline of previous and current projects which demonstrate the firm's qualifications to provide the scope of services as requested by this RFP.

## 2.7. Qualifications and Experience

The minimum required Qualifications include a minimum of five years of experience in solid waste technical assistance. Must have staff that include engineers, planners and project managers and are licensed to perform this work in Minnesota

## 2.8. Work Plan for Scope of Services

The Contractor's proposal must demonstrate the Contractor's understanding of the program and scope of services as described herein. The Contractor's proposal must include:

- a. A clear description of the approaches and processes to be used to complete the activities described in Section 4.0, Scope of Work.

## 2.9. Description of Contractor's Cost/Budget for Scope of Services

The Contractor must provide a detailed budget estimate for proposed. Please include rates by position and the roles in fulfilling the scope functions laid out in Section 4. Include all additional expenses that may be billed and associated with performing the work.

## 2.10. Exceptions to Terms and Conditions

The eighth section of the Proposal should include any exception the Proposer takes to the terms and conditions set forth in this RFP. Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Proposer will describe exceptions to the RFP and identify their impact to R&E, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. R&E reserves the right to disallow exceptions it finds are not in the best interests of R&E. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal. It is R&E's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

## 2.11. Application for Designation of Trade Secret Information

The ninth section of the Proposal should be a completed Application for Designation of Trade Secret Information – Attachment 3, if applicable.

The solicitation response shall not be contingent on R&E accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b)

R&E review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party

At such time as an appropriate request for data identified in a response as Trade Secret Information is made, R&E will provide the responder with notice of the request for the Trade Secret Information

## 3.0 General Solicitation Standard Terms and Conditions

### 3.1 Evaluation

Evaluation of the solicitation responses will be conducted by R&E staff, County staff, and selected partners. The following will be considered:

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

R&E reserves the right to consider any additional information gathered by R&E or submitted by the Vendor to evaluate the submitted quote.

After completing the evaluation phase of the process, R&E will enter into financial negotiations. The final selection will be based on the satisfactory outcome of these negotiations. The award shall be made to the responsible Vendor whose quote is determined, at R&E's sole discretion, to be the most advantageous to R&E. The lowest cost will not be the sole determining factor. After the contract has been awarded, R&E will notify the quote submitters of the outcome.

### 3.2 Notice of Intent Award

The following must be submitted in response to the Notice of Intent to Award within 10 business days:

- W-9
- Certificate of Insurance

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 sign the contract.

### 3.3 Negotiations and Contract Execution

The R&E reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event R&E and the vendor are unable to agree upon all contract provisions, R&E reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

### 3.4 Contracting Ethics

- 1) It is a breach of ethical standards for any person to offer, give, or agree to give any R&E official, employee, agent or volunteer, or by R&E Policy, for any R&E 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.
- 2) The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of R&E.
- 3) The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the R&E.

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

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

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

R&E further reserves the right to award all, part, or none of the services included in this RFP or a Proposer's proposal. In addition, R&E reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

R&E reserves the right not to contract with any Vendor. If R&E decides to contract, R&E will contract with the Vendor whose response best meets the needs of R&E. R&E reserves the right to contract with other than the lowest priced quote.

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

If only one solicitation response is received, an award may be made to the single Contractor if R&E finds, in its sole discretion, that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

### **3.6 Proposer's Certification**

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

- 3.6.1** The laws of the State of Minnesota and is licensed to conduct business in the State of Minnesota;
- 3.6.2** All applicable local, state and federal laws, codes and regulations;
- 3.6.3** All terms, conditions, and requirements set forth in this RFP;
- 3.6.4** A condition that the proposal submitted was independently arrived at, without collusion; and,
- 3.6.5** 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, R&E reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

### **3.7 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 R&E. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. R&E may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

### **3.8 Clarification of Proposals**

In order to determine if a Proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 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.

### **3.9 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 R&E, and will not be returned. R&E 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, R&E is subject to making records available for disclosure.

### **3.10 Contract Negotiation**

If contract negotiations are commenced, R&E anticipates conducting negotiations 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 offices, and the offeror will be responsible for all costs including its travel and per diem expenses.

### **3.11 Failure to Negotiate**

If the 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 R&E, after a good-faith effort, cannot come to terms; then

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

### **3.12 Non-Collusion Statement**

Proposers shall complete and sign the non-collusion statement and include it with their proposal.

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, R&E staff, R&E Board Members, Ramsey County, or Washington County staff. Evidence of such activity will result in rejection of the solicitation response.

## 4.0 Scope of Work

For activities related to R&E Programs and Strategic Initiatives, that Contractor shall provide the following:

- **Solid Waste Management Research and Evaluation**
  - Economic research and data collection for collection, transfer and disposal pricing in the region.
  - Market analysis for recyclable materials, including organic materials, for the purpose of tracking materials managed in the community.
  - Data management and assistance with development of presentation tools (e.g., dashboard)
  - Research of topics and issues as assigned.
  - Assistance with procurement and monitoring of services related to comprehensive R&E programs (e.g., food scrap collections, BizRecycling).
- **Enhancements Projects**
  - Serve as lead consultant, working with R&E staff, on the pilot testing and community roll-out of DCB services in the two counties.
  - Serve as the lead consultant working with R&E's vendors on DCB manufacturing, website ordering, customer service and order fulfillment.
  - Assistance with developing, implementing and monitoring the roll-out of the DCB program.
  - Assistance with coordination and strategic management of DCB system design and components.
- **Joint Activities Assistance**
  - Upstream compost marketing efforts and specification development.
  - Upstream mattress/Bulky collection and resources.
  - Research on upstream management of bulky or hard to process items; providing recommendations on the management of certain waste streams including bulky waste, construction and demolition and industrial waste.
- **Future technology**
  - Identify technologies that align with R&E's system plans and values.
  - Coordination of technology analysis, evaluation and knowledge-building for future technologies to process waste streams managed by R&E (e.g., anaerobic digestion, gasification, pyrolysis, advanced recycling, and others).
  - Outreach through site visits to other facilities and conference attendance.
  - Research, analysis and assistance with management and end markets for organic waste streams, including durable compostable bags and organic-rich material.
  - Research, analysis and assistance with future management and end markets for RDF and components thereof (process residue, plastics, etc.).
- **Policy & Planning**
  - Assistance with development of policies and strategies as counties prepare and align solid waste management master plans.
  - Assistance with monitoring policy development at the state and regional level, coordinating with SWAA, MRRRA and NWRA as assigned.
  - Additional services as needs arise.
- **Other Duties As-Needed**

For activities specifically related to the R&E Center, the Contractor will provide the following engineering services:

- **Odor Control**
  - Ongoing odor monitoring.
  - Analysis of odor-control technologies.
  - Assistance with communications about odor.
- **Delivery of Waste & Materials Marketing**

- Combustion capacity and managing outlets for RDF.
- Assist in monitoring Xcel Fuel Supply Agreement and advising on strategic approaches on that agreement.
- Monitoring waste deliveries by haulers and designation compliance.
- Data management and presentation of facility-related data.
- Procurement assistance as requested, especially with waste hauler agreements, transfer station agreements, landfill agreements.
- Providing recommendations on the management of certain waste streams delivered to the R&E Center, including bulky waste, construction and demolition and industrial waste.
- Exploration, analysis, estimation and tracking related to sale of recyclables captured from RDF production, the Recyclables Recovery System (operational end of 2022) and processing of organic materials (DCBs and ORM).
- **Enhancements Projects**
  - Processing enhancements equipment and construction oversight and assistance (including estimates and technical expertise on processing systems).
  - Assistance with examining transportation and transfer stations issues associated with DCB program.
- **R&E Center Operational Assistance**
  - Permitting.
  - Preparation and revision of Standard Operating Procedures (SOPs).
  - Assistance with safety reviews and safety protocol development.
  - Assistance with information systems technology and support for R&E's contracted CIO services.
  - Technical assistance with management of RDF processing equipment and facility operations as needed.
- **Other Duties As-Needed**

## 5.0 General Agreement/Contract Terms and Conditions

### 5.1 Contract Term

The contract term is expected to be upon execution for three years, with the possibility of two one-year renewals.

### 5.2 Contract Pricing

#### 5.2.1 Costs

The resulting contract shall be a not to exceed agreement upon approved work schedule and budget.

#### 5.2.2 Application of Payments

Contractor may submit an invoice monthly. Payment shall be made within 35 days following the receipt of an invoice and verification of the charges, as determined by R&E.

5.2.3 Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

### 5.3 Contract Approval

This RFP does not, by itself, obligate R&E to award a contract. R&E's obligation will commence following R&E's approval of a contract. Upon written notice to the vendor, R&E may set a different starting date for the contract. R&E 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 R&E.

### 5.4 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.

### 5.5 Possession of Firearms on R&E Premises

Unless specifically required by the terms of this contract, no provider of services pursuant to this 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 premises or while acting on behalf of R&E pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to R&E under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

### 5.6 Indemnification and Hold Harmless

The Vendor does hereby agree that it will defend, indemnify, and hold harmless R&E, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which R&E Board, its officers or employees may hereafter sustain, incur or be required to arising out of the negligent or willful acts or omissions or intentional acts of the Vendor, its agents, officers or employees or independent contractors in the performance of this Agreement.

### 5.7 Insurance Requirements

The proposer and its subcontractors or independent contractors agree 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 this Agreement, keep in force the following insurance protection with the minimum limits specified:

- Commercial general liability of no less than \$500,000 per claim, \$2,000,000 per occurrence,

\$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$2,000,000 personal injury and advertising liability. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the proposer providing coverage at least as broad as ISO forms CG 2010 and CG 2037. Waiver of subrogation is required.

- Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.
- Commercial Automobile Liability coverage with combined single limits of not less than \$1,000,000. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis. Waiver of subrogation is required.
- Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000. Waiver of subrogation is required.

The above policies shall contain a clause or endorsement that waives the right of subrogation against R&E Board

Prior to the effective date of this Agreement, the proposer will furnish the R&E with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the R&E throughout the term of the agreement. As a condition subsequent to this agreement, the proposer shall insure that the certificate of insurance provided to the R&E 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 shall be a substantial breach of the contract and payments on the contract shall be withheld by the R&E until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the R&E.

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. Ten (10) day notice for cancellation due to non-payment of premium is required.

## **5.8 Termination**

R&E may immediately terminate this 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 R&E upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement R&E 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 this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the thirty (30) day cure period, this Agreement shall terminate upon expiration of the cure period.

R&E may terminate this 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 this Agreement, up to and including the effective date of termination.

## **5.9 Merger**

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

## **5.10 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 of all services performed by Proposer and iii) the recovery by R&E of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

### **5.11 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.

### **5.12 Contract Modifications**

Any material alteration, modification or variation 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 R&E and the Contractor shall not require written approval.

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

Federal Regulation 45 CFR 92.35 prohibits R&E 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 R&E. 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.

### **5.14 Performance**

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of R&E, 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 RFP and contract shall be considered a material breach and shall be cause for immediate termination by R&E. The Vendor shall not receive payment for work found by R&E to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by R&E to be unsatisfactory, R&E 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 R&E to correct the unsatisfactory service to R&E's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of R&E, it shall be considered a material breach and shall be cause for immediate termination by R&E.

### **5.15 Non-Discrimination Clause**

During the performance of this 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.

### **5.16 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 this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in R&E.

### **5.17 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 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 this contract.

### **5.18 Policy Compliance**

The Proposer shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by R&E'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 property at all times while performing duties pursuant to this 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 R&E.

### **5.19 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 Proposal or referencing information submitted in response to this RFP shall become the property of R&E and will not be returned. R&E 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, R&E is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to R&E. In the event any Proposer designates materials within its RFP response confidential and/or proprietary and therefore not subject to release pursuant to public record disclosure laws, and if R&E, 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 R&E in any such action brought against it regarding R&E's refusal to release such Proposer-designated materials pursuant to a public records request.

### **5.20 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 this Agreement.
- Agree that the R&E, the State Auditor, or legislative authority, 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 this 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 this agreement.

### **5.21 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 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.

### **5.22 Interpretation of Agreement; Venue**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

### **5.23 Clean Up**

If applicable, the Contractor shall at all times keep R&E premises free from accumulation of waste materials or rubbish caused by its operations.

### **5.24 Protection of Persons and Property**

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, R&E employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

Unless otherwise directed by R&E's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

### **5.25 Title Risk of Loss**

Title to goods and/or all associated documentation shall pass to R&E upon payment by R&E for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

R&E shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to R&E as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of R&E or its employees.

### **5.26 Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

### **5.27 Ownership of Work Product**

The Contractor agrees that all right, title, and interest in all material that Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of R&E and are by this Agreement assigned to R&E along with ownership of any and all copyrights in the material.

Where applicable, works of authorship created by Contractor for R&E in performance of this Agreement shall be

considered "works made for hire" as defined in the U.S. Copyright Act. Contractor shall, upon the request of R&E, execute all papers and perform all other acts necessary to assist R&E to obtain and register copyrights on such material.

The Contractor warrants that any materials or products provided or produced by it in the performance of this Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. Contractor will defend, indemnify, and hold R&E harmless from any such third party claims.

DRAFT

## Attachments

**Attachment 1** – Solicitation Response Form

**Attachment 2** – Contractor Information and Reference Form

**Attachment 3** – Contractor Application for Trade Secret Information

DRAFT

## Attachment 1 – Solicitation Response Form

**Solicitation Title:** Engineering Services

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

Contractor Company Name:

Total Number of Solicitation Pages:

Total Number of Pages in Contractor'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.

**Submit pricing information as requested in Section 2.9.**

### ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation, including the Solicitation and Contract Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

### COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, R&E employees, Washington or Ramsey County 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 Contractor Representative: \_\_\_\_\_

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

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

Solicitation Title: **Engineering Services**

## Attachment 2 – Contractor Information and Reference Form

R&E requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

### Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

### Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

### Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

**Reference Requirements:** Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative: \_\_\_\_\_

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

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

### Attachment 3 – Contractor Application for Designation of Trade Secret Information

**Solicitation Title** Engineering Services

The submitted quote/proposal/proposal includes trade secret information that we, the contractor, 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 quote/proposal/proposal response, 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 R&E's Purchasing Standard Terms and Conditions.

Section(s)

Page #s:

Topic(s):

We understand that a decision regarding this request will be made by R&E prior to award. 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 R&E against any claims related to the designation of this data as trade secrets data.

We further understand that R&E 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 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: \_\_\_\_\_



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

<b>R&amp;E BOARD MEETING DATE:</b>	September 23, 2021			<b>AGENDA ITEM:</b>	VI.a.i			
<b>SUBJECT:</b>	Update on Procuring End Markets							
<b>TYPE OF ITEM:</b>	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Facility & Finance Committee							

**R&E BOARD ACTION REQUESTED:**

Information only.

**EXECUTIVE SUMMARY:**

At its meeting on September 16, 2021, the Facility & Finance Committee reviewed information about the solicitation for end markets to manage Recycling & Energy Center (R&E Center) byproducts. The following information provides an update on the status of this effort.

Ramsey and Washington counties have been evaluating alternate, next-generation technologies to manage waste for nearly two decades. The R&E Board has continued this work to achieve environmental, economic and community benefits for the East Metro. Enhancements at the R&E Center, currently under construction, will facilitate source-separated food scraps recycling and enable the recovery of high-value materials from trash. Plans for these materials and the remaining waste, currently used to produce refuse-derived fuel, have taken shape through extensive research, facility site visits and engagement with technology providers.

There are three types of R&E Center-processed materials being targeted for alternative management by new end markets:

- Source-separated food scraps in durable compostable bags (DCBs)
- Organic-rich material (ORM) from the recyclables recovery system
- Components of refuse-derived fuel (RDF)

The term “end markets,” as it relates to this effort, refers to the potential receivers of materials processed at the R&E Center that convert those materials into value-added products to be sold and used. For example, an end market for recycled glass might be a manufacturer that turns the glass into new beverage bottles. Potential end market opportunities for materials processed at the R&E Center include anaerobic digestion, gasification and/or chemical recycling, among others.

To solicit new end markets, a team of staff and consultants developed a two-phased approach for a competitive solicitation to find qualified vendors to manage R&E Center materials once facility enhancements

**SUBJECT:** *Update on Procuring End Markets*

are completed. The R&E Facility & Finance Committee reviewed this solicitation approach at its June 18, 2020 meeting, and it was approved by the full R&E Board on August 20, 2020.

R&E began phase I of a two-phase solicitation on August 24, 2020 with a request for proposals (RFP) for vendors capable of offering processing technologies and end-use markets for by-products of the R&E Center. Vendors could propose technologies for management of one, two or all three of the materials. Proposals were due on December 4, 2020, and, based on extensive staff and consultant evaluation, JLT recommended that nine proposers, having provided credible and complete responses to the phase I RFP, be invited to proceed to the next stage of the procurement process. The Facility & Finance Committee reviewed and recommended authorization of the phase II RFP at its March 3, 2021 meeting, which was approved by the R&E Board on March 25, 2021.

The phase II RFP requested more detailed design, operations and financial information. It was issued to selected proposers on May 14, 2021. The proposal submission deadline was initially set for July 14, 2021; however, multiple vendors requested an extension to further develop and solidify their proposals. In response, R&E issued an addendum to extend the submission deadline to August 25, 2021.

A comprehensive team of staff and multiple consultant firms have begun the evaluation of the received proposals. This evaluation will use the criteria identified in the RFP, vendor interviews, potential site visits to reference facilities and multiple dimensions of analysis to ensure a comprehensive assessment of the proposals.

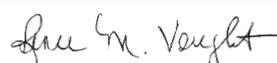
Once the evaluation process is complete, JLT will return to the Facility & Finance Committee in early 2022 to present vendor recommendations for consideration by the committee to recommend to the R&E Board. The R&E Board will have the opportunity to select one or more finalists for contract negotiation based on the responses to both phase I and phase II RFPs. Following a final selection, the R&E Board will be requested to direct JLT to enter into one or more agreements for the development of proposed projects with the selected proposer(s), expected to occur in mid-2022.

**ATTACHMENTS:**

None.

**FINANCIAL IMPLICATIONS:**

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	9/14/2021
	9/15/2021
	9/15/2021
	

**SUBJECT:** *Update on Procuring End Markets*

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**RAMSEY COUNTY ATTORNEY**



9/15/2021

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**WASHINGTON COUNTY ATTORNEY**



9/15/2021

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**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

<b>R&amp;E BOARD MEETING DATE:</b>	September 23, 2021			<b>AGENDA ITEM:</b>	VI.b			
<b>SUBJECT:</b>	2021 Budget Update							
<b>TYPE OF ITEM:</b>	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Joint Leadership Team (JLT)							

**R&E BOARD ACTION REQUESTED:**

Information only.

**EXECUTIVE SUMMARY:**

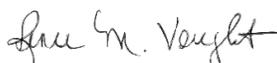
Staff will provide an update on the 2021 budget status, including year-end projections. These projections are based on revenue and expenses through July 31, 2021. These are the best estimates with five months remaining in the fiscal year, and are subject to change based on actual conditions during that time.

**ATTACHMENTS:**

1. 2021 Budget Surplus/Deficit Year-End Projection Report

**FINANCIAL IMPLICATIONS:**

None.

<b>AUTHORIZED SIGNATURES</b>	<b>DATE</b>
<b>JOINT LEADERSHIP TEAM</b>   	9/14/2021

**Ramsey/Washington Recycling & Energy**  
**SURPLUS/DEFICIT YEAR-END PROJECTION REPORT**  
**As of July 31, 2021**

<b>FACILITY</b>	<b>2021 Approved Budget</b>	<b>2021 Projection</b>	<b>Variance</b>
Personnel Costs	8,309,547	6,719,231	1,590,316
Fuel Supply	6,511,520	6,026,454	485,066
Landfill	4,645,295	6,154,512	(1,509,217)
Transportation	7,265,506	6,259,552	1,005,954
Transload	2,306,960	2,457,590	(150,630)
Facility Operations	5,490,866	7,605,771	(2,114,905)
Contingency	480,073	-	480,073
Enterprise Reserve Fund (ERF)	1,500,000	1,500,000	
Transfer to Equipment Maintenance	1,852,500	1,852,500	-
Debt Services	1,695,748	1,695,748	-
	<u>40,058,015</u>	<u>40,271,358</u>	<u>(213,343)</u>
Revenue:	<u>40,058,015</u>	<u>39,815,346</u>	<u>(242,669)</u>
Surplus/(Deficit)	-	(456,012)	(456,012)
<b>JOINT ACTIVITIES</b>	<b>2021 Approved Budget</b>	<b>2021 Projection</b>	<b>Variance</b>
Project Management	1,603,369	1,649,340	(45,971)
Non-Residential Recycling	3,721,000	3,403,000	318,000
General Outreach	925,000	818,328	106,672
Policy Evaluation	870,000	782,750	87,250
Ramsey County Additional Programs	1,964,000	1,712,349	251,651
	<u>9,083,369</u>	<u>8,365,767</u>	<u>717,602</u>
Revenue:	<u>9,083,369</u>	<u>9,083,369</u>	-
Surplus/(Deficit)	-	717,602	717,602
<b>EQUIPMENT MAINTENANCE</b>	<b>2021 Approved Budget</b>	<b>2021 Projection</b>	<b>Variance</b>
Equipment/Maintenance	1,190,000	1,190,000	-



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

<b>R&amp;E BOARD MEETING DATE:</b>	September 23, 2021			<b>AGENDA ITEM:</b>	VI.c			
<b>SUBJECT:</b>	DCB Manufacturing Vendor Selection							
<b>TYPE OF ITEM:</b>	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Joint Leadership Team (JLT)							

**R&E BOARD ACTION REQUESTED:**

1. Approve Houston Poly Bag I, Ltd. (Houston Poly) as the selected proposer recommended by R&E’s engineering services consultant, Foth Infrastructure and Environment, for the manufacture of durable compostable bags (DCBs) for the R&E food scrap bag pick up program.
2. Authorize the joint leadership team (JLT) to execute the agreement with Houston Poly Bag I, Ltd, and any amendments or change orders thereto, for the manufacture of durable compostable bags, with a term of January 1, 2022 through December 31, 2026, and within the project budget upon approval as to form by the county attorney.

**EXECUTIVE SUMMARY:**

In August 2019, the Ramsey/Washington Recycling & Energy Board (R&E Board) approved a financing plan and procurement plan for the processing enhancements project at the Recycling & Energy Center (R&E Center) to recover source-separated organic waste in durable compostable bags (DCBs) and add equipment for the recovery of recyclables from MSW. One component of the project is the procurement of a manufacturer for the bags themselves.

This is one of four vendor selection actions that the R&E Board will need to take to establish the infrastructure for distribution of DCBs to residents in Ramsey and Washington counties when the food scraps pick up program launches in late 2022 to early 2023. Other solicitations the R&E board will act on in the coming months will be for development of a website for the public to order bags; the establishment of a customer support call center for assisting the public with ordering and using the program; and an agreement with a warehousing, order fulfillment and shipping vendor to store and deliver bags to households and businesses that sign up for the program.

The quality of the bags used for the food scraps pick up program is vital to the success of the program. R&E staff and Foth, R&E’s engineering consultant, underwent extensive research and analysis to determine the correct specifications for DCBs to withstand the co-collection process. Performance standards testing tensile strength, tear resistance, impact resistance, burst strength and wet and dry load capacity were identified. The minimum gauge thickness for the bag film will be 1.4 millimeters (about three times as thick as an average retail shopping bag).

**SUBJECT:** *DCB Manufacturing Vendor Selection*

Additionally, material standards were identified by R&E for the manufacturing of DCBs. To ensure bags can be managed responsibly through composting, they must be certified by the Biodegradable Products Institute (BPI), compostable using ASTM 6400 standards and PFAS-free.

The design specifications of the DCBs were determined based on public engagement, industry standards for compostable bags and requirements of the DCB sortation equipment being installed at the R&E Center. Two sizes of DCBs will be available for residents in Ramsey and Washington counties: a 6-gallon bag and a 13-gallon bag. The bags will be green in color and opaque. Custom labeling on the bag is also an important design component, so that R&E DCBs will be visibly different than other bags on the market.

Projections for DCB usage estimate participation will grow over time and then reach a stable participation rate of around 40% of households after five or six years. This calculates to about 127,500 households collecting food scraps in DCBs by 2028. Based on resident engagement and research on average household food scrap generation, each household should receive 60 DCBs annually. Residents will be able to select either the small (6-gallon) or large (13-gallon) size. Using these estimates and projections, it is expected that about 7.6 million DCBs will need to be produced each year at program maturity.

The solicitation process for a DCB manufacturer commenced with the release of a request for proposals (RFP) in February 2021. Proposers were required to provide information about their experience, bag performance guarantees, bag specifications, manufacturing process and pricing in their response, as well as submit 100 sample bags of both sizes.

R&E received five proposals from the RFP process. As a part of the evaluation process, Foth completed an in-field performance test on the sample bags from each proposer. This provided a “real-world” evaluation of the ability of proposers’ bags to make it through the process, from being placed in a trash cart to being sorted out of the trash at the R&E Center. The test methodology and results are described in the attached memorandum from Foth.

The following staff and consultants participated in the proposal review team: R&E JLT, retired R&E JLT, R&E facility manager, R&E contract manager, R&E planning specialist, Washington County Environmental Resource Supervisor, Ramsey County Environmental Health Supervisor and Foth. Proposals were evaluated by the review team using the criteria identified in the RFP, results from the in-load performance testing of sample bags and interviews conducted with two of the proposers. Foth has provided a memorandum with the recommendation to award the contract to Houston Poly.

JLT is in agreement with Foth and recommends the selection of Houston Poly for the manufacturing of DCBs for Ramsey/Washington counties’ food scraps pick up program based on the following:

- Best performance during performance evaluation test
- Success working in similar programs elsewhere in the United States
- Ability to create custom labeling
- Competitive pricing

**ATTACHMENTS:**

1. Draft resolution
2. Memorandum from Foth

**SUBJECT:** DCB Manufacturing Vendor Selection

**FINANCIAL IMPLICATIONS:**

The costs for durable compostable bags are included in the approved R&E 2022-2023 Joint Activities budget.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	9/12/2021
<i>Nicole Stewart</i>	9/13/2021
<i>Michael Reed</i>	9/13/2021
<i>Gene M. Vaughn</i>	
RAMSEY COUNTY ATTORNEY	9/9/2021
<i>[Signature]</i>	
WASHINGTON COUNTY ATTORNEY	9/9/2021
<i>[Signature]</i>	



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

**DRAFT RESOLUTION R&EB-2021-17**

WHEREAS, The Ramsey/Washington Recycling & Energy Board (the “R&E Board”) is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated November 19, 2019, (“Joint Powers Agreement”); and

WHEREAS, The R&E Board adopted Procurement Guidelines on January 24, 2019 (Resolution R&EB–2019-2) which specify the procurement methods for contracts and purchases; and

WHEREAS, The R&E Board authorized the Joint Leadership Team (JLT) to approve the issuance of a request for proposals (RFP) for the manufacture and distribution of durable compostable bags (DCBs); and

WHEREAS, On February 9, 2021, R&E released an RFP for DCBs, and received five proposals; and

WHEREAS, A nine-member evaluation team reviewed the proposals based on the criteria laid out in the RFP; and

WHEREAS, After a thorough review of the proposals, the evaluation team and the R&E’s engineering services consultant, Foth, recommend Houston Poly Bag I, Ltd., based on performance, cost, ability to create custom labeling and competitive pricing, and

WHEREAS, The R&E Board approved the 2022-2023 Joint Activities, Facility, and Equipment Maintenance & Replacement (“EM&R”) budgets on July 22, 2021 in accordance with Section V.8 of the Amended and Restated Joint Powers Agreement, which includes funding for the purchase of DCBs; NOW, THEREFORE, BE IT

RESOLVED, The R&E Board approves Houston Poly Bag I, Ltd. as the selected proposer recommended by R&E’s engineering services consultant, Foth Infrastructure and Environment, for the manufacture of durable compostable bags for the R&E food scrap bag pick up program. BE IT FURTHER

RESOLVED, The R&E Board authorizes the joint leadership team to execute the agreement with Houston Poly Bag I, Ltd, and any amendments or change orders thereto, for the manufacture of durable compostable bags, with a term of January 1, 2022 through December 31, 2026, and within the project budget upon approval as to form by the county attorney.

---

Victoria Reinhardt, Board Chair

Date

---

Attest

Date

8550 Hudson Boulevard North  
Eagle Point Office Center II, Suite 100  
Lake Elmo, MN 55042  
(651) 288-8550  
foth.com

9/7/2021

**TO:** Michael Reed and Nikki Stewart, Ramsey/Washington Recycling & Energy (R&E) Joint Leadership Team (JLT)

**CC:** Nathan Klett, Foth Infrastructure & Environment LLC (Foth)

**FR:** Eden Vellinga, Foth

**RE:** Durable Compostable Bag Vendor Selection Summary

## **Executive Summary**

This memorandum provides a summary of the responses received from manufacturers for the Durable Compostable Bag (DCB) Request for Proposal (RFP). This RFP was developed to support DCB manufacturer selection for the Ramsey/Washington Recycling & Energy organics co-collection program. Foth evaluated the DCB manufacturers relative to the RFP criteria and DCB performance evaluation tests.

## **Background**

The R&E is establishing a co-collection system that recovers source separated organic materials from the general municipal solid waste (MSW) stream using DCBs.

The R&E Board solicited responses to the “Durable Compostable Bag Manufacturer” RFP and received a total of five responses from manufacturers of compostable film products (proposers). The proposers included Beyond BioGreen, BioBag Americas, Cortec, EcoSafe, and Houston Poly. As part of the RFP response, proposers were required to submit 100 sample bags. The proposers were evaluated based on several DCB metrics including bag size, bag thickness, cost, custom labelling, previous experience, shelf life, certified as compostable, as well as DCB in-field performance evaluation tests. Foth used these criteria to recommend a DCB manufacturer for the R&E program. Additionally, the RFP identified several ASTM standards as performance standards related to tensile strength, tear resistance, impact resistance, burst strength, and wet and dry load capacity. These standards will be used to set a performance baseline and to audit the performance of the selected vendors bags during the contract period as necessary.

## **DCB metrics**

The proposers generally provided similar sized bags (6 gallon and 13 gallon) and similar thickness (1.4 mil) for bags that meet the needs of the program, including the bag removal system at the Ramsey/Washington Recycling & Energy Center (R&E Center). The price per bag provided by the proposers varied from \$0.125 to \$0.251 for 6-gallon bags and \$0.175 to \$0.404

for 13-gallon bags in the first year of the program. The cost of the bags varied by size as well as by number of program participants (generally more bags ordered reduced the per bag pricing).

The RFP asked proposers to indicate if labels could be printed on the bags to customize the R&E Center program, potentially making identification of the bags easier for the sorting process. Most proposers indicated that custom labeling was possible with some limitations to the size of the label being printed on each bag.

The proposers' experience with providing DCBs for co-collection with MSW was evaluated. EcoSafe indicated that they provide compostable bags to Ramsey County's food scrap drop-off program, but they did not indicate previous experience with co-collection of DCBs with MSW. Houston Poly indicated that they provide DCBs for co-collection programs in Minnesota (and other states), and that their DCBs have withstood the co-collection process.

### **DCB In-Field Performance Evaluation Test**

To further evaluate the ability of the DCBs to withstand the co-collection process, the manufacturers' sample DCBs were subject to an In-Field Performance Evaluation Test (Test). The DCBs from the five proposers were subject to the same Test. The Test consisted of a worst-case real-world simulation of the co-collection program that included multiple transfers of the DCBs at both a transfer station and at the R&E Center. As defined in the RFP, the DCBs were evaluated for their ability to withstand the following processes:

1. DCBs are filled with organic waste materials,
2. DCBs filled with organics are placed into a trash cart with mixed MSW and collected in a trash packer truck,
3. DCBs and MSW from the trash packer truck are tipped onto a transfer station tipping floor,
4. DCBs and MSW are loaded into a transfer trailer, and
5. DCBs and MSW are transported from the transfer station in a transfer trailer to the R&E Center and tipped onto the R&E Center tipping floor.

Each of these steps put the DCBs through scenarios that they could endure in real-world use if packer trucks collect the DCBs and use a transfer station as opposed to directly delivering the DCBs to the R&E. Where observed, changes to the bags such as punctures, tears, organics-loss, etc. were noted during each of the steps. After the bags from the five proposers went through the Test, the data was gathered, and the results were analyzed. The Test was conducted using the following steps:

Step 1 – Collection of organics in DCBs from Ramsey and Washington counties' food scraps drop-off sites.

Step 2 – Distribution of DCBs into trash carts and collection in trash packer trucks.

Step 3 – Emptying of trash packer trucks at transfer station, loading into transfer trailers, and emptying of transfer trailers at the R&E center.

Step 4 – Manual DCB recovery by Foth staff.

Data tables were developed for evaluating the DCBs at Steps 1 and 4 above to determine if additional handling of the DCBs degraded the condition of the DCBs.

Step 1 was used to evaluate loading the DCBs. For step 1, evaluation details were noted regarding DCB contents such as pizza boxes or frozen food, which may have caused damage during loading and distribution. The initial weight of the DCBs were recorded after they were filled at the drop-off sites.

Step 4 was used to evaluate how the DCBs withstood compaction and transport to the transfer station. For step 4, DCBs that were easily observed on the tipping floor were evaluated using the ratings described in Table 1. During Step 4, Foth staff manually recovered bags from the MSW that was transferred to the R&E Center. Foth staff did not move or dig for any of the bags to minimize handling the bags in a manner that would likely not occur during program implementation.

---

**Table 1: Ratings**

---

5 – No damage

4 – Small hole/cuts, trivial damage

3 – Moderate damage to bag but contents still contained, risk of failure

2 – Significant damage to bag, some loss of contents

1 – Severe damage to bag, contents recovered with bag from pile, but contents lost when shaken

0 – Severe damage to bag, no contents recovered

X – Bag not recovered

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## **Results**

The Houston Poly DCBs had the greatest amount of DCBs scoring as “Good and Acceptable” (condition rating of 4 or 5), and the lowest number of DCBs scoring “Poor and Not Acceptable” (condition rating of X, 0, 1 or 2). In addition to rating the condition of the DCBs, the DCBs were weighed for a final “as recovered” weight to see if any material had been lost during the Test. The DCBs manufactured by Houston Poly retained the greatest weight of organics in comparison to the other DCB manufacturers.

## **Recommendations**

The bags manufactured by Houston Poly were competitive on cost when compared to other proposals being considered, have been used and are proven to be successful in co-collection programs in the US, allow for custom labeling, and performed best in the In-Field Performance Evaluation Test. Based on the evaluation criteria, especially considering the technical performance of the bags in testing relative to the other proposals, Foth recommends that the R&E Board proceed with the DCBs manufactured by Houston Poly.



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

<b>R&amp;E BOARD MEETING DATE:</b>	September 23, 2021	<b>AGENDA ITEM:</b>	VIII
<b>SUBJECT:</b>	R&E Updates and Reports		
<b>TYPE OF ITEM:</b>	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
<b>SUBMITTED BY:</b>	Joint Leadership Team		

**R&E BOARD ACTION REQUESTED:**

For Information only.

**EXECUTIVE SUMMARY:**

Staff will provide updates on R&E projects and operations.

VIII.b. Procurement Report

Staff will provide a written report of new contracts and amendments that were executed under authority of R&E's procurement guidelines during the period July 1, 2021 through August 31, 2021. Funding for the contracts is available in the approved 2021 Joint Activities, Facility and EM&R Budgets, following approval as to form by the Ramsey County or Washington County attorney's office.

**ATTACHMENTS:**

Procurement Report.

**FINANCIAL IMPLICATIONS:**

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM <i>Nicole Stewart</i> <i>Michael Reed</i>	9/15/2021



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

Report of all contracts and amendments executed under authority of Recycling & Energy’s procurement guidelines (Resolution R&EB 2019-2), July 1, 2021 through August 30, 2021.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
Corval Constructors, Inc	1/1/2021	Facility – Routine maintenance Services	Rate Setting	SEML
Zeigler, Inc	7/1/2021	Facility – Purchase of a front loader to support the DCB System per REB 2021-06	\$97,600	SEML-Single Source
Zeigler, Inc	7/1/2021	Facility – Rebuild of purchased front loader to support the DCB System per REB 2021-06	\$414,792.84	SEML-Single Source
Impact Group, LLC	7/1/2021	Joint Activities – IT Leadership Services	\$78,437.50	Professional Services
Emerge Knowledge Design, Inc	7/15/2021	Joint Activities – Authorizes pre-approved projects for the upcoming contract year	\$50,000	Professional Services
A B Systems, Inc	7/25/2021	Enhancements Construction Services	\$1,173,893	RFB/Low Bid Process
Public Housing Authority of Saint Paul	7/26/2021	Joint Activities – Mattress recycling at some PHA facilities	\$0*	SEML
Berg Painting, LLC	7/29/2021	Enhancements Construction Services	\$25,065	RFB/Low Bid Process
Lifesaver Fire Protection, LLC	7/29/2021	Enhancements Construction Services	\$312,176	RFB/Low Bid Process
World Fuel Services, Inc	8/1/2021	Facility – Lubricants	\$175,000	SEML-Single Source
Emanuelson-Podas, Inc	8/24/2021	Facility – Arc Flash Study	\$48,500	Professional Services-Single Source

- Contract was entered into at the request of the PHA, primarily to outline liabilities. A third party will be picking up and recycling the mattresses on behalf of R&E.