

	Ramsey/Washington Recycling & Energy	Ramsey/Washington Recycling & Energy 2785 White Bear Ave. Suite 350 Maplewood, MN 55109
	Request For Bids	

Materials and/or Service: Aluminum Trailers RFB

Responses must be received by 2:00 p.m. Central Time on January 10, 2022.

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.

BIDDERS 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.

Recycling & Energy Center Aluminum Trailer RFB

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1.0 RFB 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 has no obligation to place an order as a result of this inquiry. This Request for Bids (RFB) is intended to solicit bids from proposers capable of meeting the Ramsey/Washington Recycling & Energy's (R&E) need for trailers to transport organic waste contained inside durable compostable bags (DCBs) and non-processible bulky waste ("Project").

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 RFB and the selected solicitation response(s) to this RFB 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 RFB and the successful proposal. For purposes of this RFB, the term "vendor," "contractor," "offeror," "bidder" and "proposer" are considered to have the same meaning.

1.2. About Ramsey/Washington Recycling & Energy

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

The Recycling & Energy Center (R&E Center) is a Refuse Derived Fuel (RDF) processing facility in Newport, Minnesota. The facility has been in commercial operation since 1987 and was developed in a partnership between Ramsey and Washington Counties and Northern States Power Company (NSP). The facility processes mixed municipal solid waste into five streams: ferrous metals, non-ferrous metals, RDF, process residue, and non-processible bulky waste. The facility currently processes over 400,000 tons of municipal solid waste per year, generating up to 340,000 tons of RDF for use at power plants in Red Wing and Mankato, Minnesota.

1.3. Purpose of RFB

R&E seeks to purchase trailers suitable for the transport of materials associated with resource recovery activities. The materials to be transported include, but are not limited to, organic waste contained inside durable compostable bags (DCBs) and non-processible bulky waste municipal solid waste. R&E will purchase two (2) enclosed aluminum trailers with a desired delivery by April 1, 2022.

1.4. Contract Term & Schedule

The term of the resulting Agreement shall begin up execution and shall continue through December 31, 2022.

1.5. Costs

The resulting contract will be a fixed bid price. The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work. The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

1.6. RFB Schedule of Events

The following RFB Schedule of Events represents the best estimate of the schedule the R&E will follow. The 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 RFB Addendum.

Table 01: RFB Schedule of Events

Event	Estimated Date
Request for Bids Released	December 8, 2021
Deadline for Questions From Vendors	December 20, 2021 @ 4:00pm CST
Deadline for Proposal Submissions	January 10, 2022 @ 2:00pm CST
Contract Negotiations and final award	January 17, 2022
Anticipated Contract Start Date	February 1, 2022

1.7. Minimum Qualifications

For bids to be evaluated and considered for award, bids must be deemed responsive. To be deemed responsive, the submitted bid documents shall conform in all material respects to the requirements stated by the RFB, and, bidders shall document and validate the capability to fully perform all requirements defined by the RFB.

1.8. 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 Bid 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.

1.9. Questions and Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFB that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFB must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert "R&E Center Bulk Waste Residual Load Out RFB Question" 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 jredmond@recyclingandenergy.org

Questions and inquiries related to this RFB, 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 the R&E.

In accordance with the RFB Schedule of Events in Section 1.4, all questions must be received in writing no later than December 6, 2021 at 4:00pm Central Time. Questions and answers will be issued in accordance with Section 1.12, Amendments and Addenda.

1.10. 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.

1.11. Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held online at DATE AND TIME. 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.

1.12. Amendments and Addenda

All clarifications and RFB 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. Bidders shall acknowledge each addendum issued on the Solicitation Response Form (Attachment 1) which shall be signed and returned with bidders' responses. R&E reserves the right to revise the RFB prior to the deadline for bid submissions on **January 10, 2022 at 2:00pm** CST. Revisions shall be documented in an addendum and published to the R&E website.

2.0 Instructions for Bidders

2.1. Advertisement for Bid/Public Notice

R&E uses its website, www.morevaluelesstrash.com/vendoropportunities 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 Bidders

General Instructions

It will be the sole responsibility of the Bidder to submit its bid to the R&E before the closing deadline. Late bids will not be considered and will be returned unopened to the Bidder.

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

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

Vendors must address all information specified by this RFB. All questions must be answered completely. R&E reserves the right to verify any information contained in the Vendor's RFB response and to request additional information after the RFB 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 RFB 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 bid responses is established in Section 1.4, RFB Schedule of Events. The deadline is **January 10, 2022, 2:00 p.m.** Central Time. Bid responses received at the 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.

Bidders shall submit one (1) hard copy of the bid response. The original shall be submitted in a sealed envelope, with the RFB title on the outside, to the mailing address listed in Table 04. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name and base bid will be read at the public opening.

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: Bid Checklist

RFB Attachment Number	Bid Section	RFB Section Number
-	Signed Cover Letter	2.3
Attachment 1	Completed Bid Response Form (attached)	2.4
Attachment 2	Contractor Information and Reference Form (attached)	2.5
-	Bid Bond	2.7
-	Work Examples	2.8
-	Exceptions to Terms and Conditions	2.9
Attachment 3	Application for Designation of Trade Secret Information (attached)	2.10
Attachment 5	Questionnaire	2.11

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 Bid 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;
- v. 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;
- vi. A brief summary of the Bid contents;
- vii. A statement to the fact that the proposal shall remain valid for a period of not less than 180 days from the date of submittal; and
- viii. 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 the 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 RFB.

2.4. Bid 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. Bid Bond

The fifth section of the Proposal should be a Bid Bond. A Bid Bond is a guarantee that the Contractor will honor its bid and sign all contract documents if awarded the contract. The Contractor shall submit a properly executed Bid Bond with its bid response and in accordance with the RFB requirements. A Bid Bond equal to 5% of the Contractor's bid amount is required for this procurement. If a Bid Bond is not submitted in accordance with RFB requirements or if the Bid Bond is not properly signed, the bid may be rejected. Checks are not accepted in lieu of a Bond. Bid Bonds will not be returned by R&E to the Contractor. Checks are not accepted in lieu of a Bond.

2.7. Work Examples

The sixth section shall contain three (3) examples of finished products similar to those types requested in this RFB.

2.8. Exceptions to Terms and Conditions

The seventh section of the Proposal should include any exception the Proposer takes to the terms and conditions set forth in this RFB. 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 RFB and identify their impact to the R&E, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The R&E reserves the right to disallow exceptions it finds are not in the best interests of the R&E. Any and all exceptions to the requirements of this RFB must be identified and fully explained in the submitted Proposal. It is the R&E's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

2.9. Application for Designation of Trade Secret Information

The eighth 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)

County 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.

2.10 Questionnaire

Respondents should fill out and submit, as part of their solicitation responses, the questionnaire included as Attachment 5.

3.0 General Solicitation Standard Terms and Conditions

3.1. Selection

A written Notice of Intent to Award shall be sent to the responsible contractor offering the lowest price for the work or goods described in this solicitation.

If award is noted to be made on an aggregate basis, any solicitation response that fails to include pricing for all items will be rejected.

If a specification identifies options, at the discretion of R&E, award may be made using the base price only, or the base price plus one, some or all options to determine low price.

If the fixed price includes a unit price calculation and the Contractor has made an error when calculating the extending price, the fixed price using the unit prices shall be used for contract award.

Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in 1.4.2.

3.2. Notice of Intent Award

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

1. W-9
2. Certificate of Insurance
3. Performance and Payment Bonds in the amount of 100% of the total contract. Checks are not accepted in lieu of a Bond
4. Copies of apprenticeship agreements currently in effect for the bidder and subcontractor whose portion of the work is \$100,000 or more or certificates of registration for the bidder and subcontractors whose portion of the work is \$100,000 or more, whichever is applicable. To the extent a contractor and/or subcontractor whose portion of the work is \$100,000, or less, do not participate in the Apprenticeship program, the bidder and each such subcontractor MUST submit statements to that effect.

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. Public Notice

R&E uses its website, www.morevaluelesstrash.com/vendoropportunities 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 the 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.

3.4. 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 the R&E and the vendor are unable to agree upon all contract provisions, the R&E reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

3.5. 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 the 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.

3.6. No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFB implies no obligation on the part of the 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. The R&E may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFB.

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

The R&E reserves the right to reject any proposal determined to be non-responsive. The 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.

3.7. Bidder's Certification

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

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

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

3.8. Offer Held Firm

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

3.9. Amendment/Withdrawal of Proposals

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

3.10. Clarification of Proposals

In order to determine if a Bid 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 bid and determine responsiveness to the RFB requirements. Clarifications may not result in a material or substantive change to the Bid. The initial evaluation may be adjusted because of a clarification under this section.

3.11. Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFB, and all reports, charts and Bid or referencing information submitted in response to this RFB, shall become the property of the R&E, and will not be returned. The 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, the R&E is subject to making records available for disclosure.

3.12. Contract Negotiation

After final evaluation, the R&E may negotiate with the offerors of the highest-ranked bid. Negotiations, if held, will be within the scope of the RFB and limited to those items that would not have an effect on the ranking of bids. If any bidder fails to negotiate in good faith, the R&E may terminate negotiations and negotiate with the offeror of the next highest-ranked bid.

If contract negotiations are commenced, the 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.

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

The 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, the R&E may, at its sole discretion, terminate negotiations with any or all proposers.

3.14. 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 Trailer Specifications

4.1. Specifications

See the following attachments for specifications, attached hereto and made a part of this RFB.

Attachment 4 – Specification Requirements

The Contractor shall meet or exceed all requirements in Attachment 4. An approved equal may be proposed, but shall be approved by the County

4.2. Pricing

Pricing should be included on Attachment 1 and is to include the cost of all design, supplies, equipment, material, labor, warranty and training to furnish and delivery of two (6) transfer trailers. Travel costs shall be incorporated into the costs. The Contractor shall not bill separately for travel and related expenses. Travel time is not reimbursable.

4.3. Delivery

Deliveries shall be made to the Ramsey/Washington Recycling & Energy Board at the following facility address: 100 Red Rock Road, Newport, Minnesota 55055.

The R&E requires delivery of one (1) initial trailer of each type to confirm all design elements are satisfactory prior to taking delivery of entire order of six (6) trailers.

All trailers shall be delivered by December 31, 2019.

4.4. Special Conditions

Contractor shall make provisions such that all necessary warranty work can be performed at a maintenance/repair facility within fifty (50) miles of 100 Red Rock Road, Newport, Minnesota.

Contractor will provide a one-day training, at the Facility, for operation and preventive maintenance procedures for equipment at a date to be scheduled by the Recycling & Energy Board (R&E). Following delivery of equipment, the services of the manufacturer's factory trained representative shall be provided at the Facility for purposes of this instruction. The manufacturer shall conduct a training program, including both classroom and "hands-on" training, for the R&E personnel covering operation and preventative maintenance of the equipment. This time shall be in addition to any time required for delivery, inspection, testing, and adjustment of equipment. The R&E reserves the right to require the replacement of the manufacturer's representative who is providing the operation and maintenance instruction if the services are found to be inadequate. The Contractor must also have the ability to schedule up to one (1) additional training at the R&E's request. All trainings shall take place during the Facility's normal business hours, Monday through Friday between the hours of 8:00 a.m. to 4:30 p.m.

5.0 General Agreement/Contract Terms and Conditions

5.1 Contract Term

The Agreement shall be effective upon execution and shall continue through December 31, 2022 with no options for renewal. Supplies, Equipment, Materials may not be delivered and/or Labor Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

5.2 Contract Pricing

5.2.1 Costs

The resulting contract will be a fixed bid price.

5.2.2 Application of Payments

Contractor may submit an invoice upon delivery and acceptance of trailer(s). Payment shall be made within 35 days following the receipt of an invoice and verification of the charges, as determined by the County

- 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 RFB does not, by itself, obligate the R&E to award a contract. The R&E's obligation will commence following the R&E's approval of a contract. Upon written notice to the vendor, the R&E may set a different starting date for the contract. The 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 the 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 the 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 the 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 the R&E, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the 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, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 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.
- 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.
- Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

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

The 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 the R&E upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement the 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.

The 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 the 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 the R&E and the Contractor shall not require written approval.

5.13 Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the 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 the 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 the 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 RFB 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 the 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 the R&E to be unsatisfactory, the 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 the 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 the R&E, it shall be considered a material breach and shall be cause for be immediate termination by R&E.

5.15 Subcontractors

Subcontractors will not be allowed.

5.16 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.

5.17 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.

5.18 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.

5.19 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 the 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 the R&E.

5.20 Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFB, and all reports, charts and Proposal or referencing information submitted in response to this RFB shall become the property of the R&E, and will not be returned. The 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, the 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 the R&E. In the event any Proposer designates materials within its RFB response confidential and/or proprietary and therefore not subject to release pursuant to public record disclosure laws, and if the 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 the R&E in any such action brought against it regarding the R&E's refusal to release such Proposer-designated materials pursuant to a public records request.

5.21 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.

5.22 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.

5.23 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.

5.24 Clean Up

The Contractor shall at all times keep County premises free from accumulation of waste materials or rubbish caused by its operations.

5.25 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, County 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.

5.26 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.

5.35. 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.

5.36. 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.

Attachments

Attachment 1 – Solicitation Response Form

Attachment 2 – Contractor Information and Reference Form

Attachment 3 – Contractor Application for Trade Secret Information

Attachment 4 – Specification Requirements

Attachment 5 – Questionnaire

Attachment 1 – Solicitation Response Form

Solicitation Title: Aluminum Trailers RFB

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.

Contract Price:

Please provide total written price for the purchase and delivery of two trailers meeting the requirements included in this RFB Packet. Pricing is to include the cost of all design, supplies, equipment, material, labor, warranty, and training to furnish and deliver two (2) transfer trailers. Travel cost shall be incorporated into the costs. The Contractor shall not bill separately for travel and related expenses. Travel time is not reimbursable.

Price: \$ _____

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: Aluminum Trailers RFB

Attachment 2 – Contractor Information and Reference Form

The 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 Aluminum Trailers RFB

The submitted quote/bid/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/bid/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 the R&E's Purchasing Standard Terms and Conditions.

Section
Page #
Topic

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

We further understand that the 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