

 <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 Proposals (RFP)</b></p>	

**Description of RFP: Durable Compostable Bag Manufacturer**

**Responses must be received by 2:00 p.m. Central Time on March 23, 2021.**

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

Attn: Sam Holl  
 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.

# Recycling & Energy Durable Compostable Bag Manufacturer RFP

## Table of Contents

Section	Page
<b>1.0 RFP Introduction and Background .....</b>	<b>1</b>
<b>2.0 Instructions for Proposers .....</b>	<b>4</b>
<b>3.0 General Solicitation Standard Terms and Conditions .....</b>	<b>7</b>
<b>4.0 Project Specifications .....</b>	<b>10</b>
<b>5.0 General Agreement/Contract Terms and Conditions .....</b>	<b>11</b>
<b>6.0 Warranty .....</b>	<b>17</b>
<b>7.0 Ownership of Work Product .....</b>	<b>18</b>



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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 Proposals (RFP) is intended to solicit Proposals from proposers capable of meeting the Ramsey/Washington R&E's specifications and requirements for manufacture of Durable Compostable Bags (DCBs).

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

The Ramsey/Washington R&E is a public joint powers board between Ramsey and Washington Counties. 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.

### 1.3. Description of Project

R&E is soliciting a suitable DCB from respondents to this RFP that meets the requirements in this RFP. A DCB is a bag comprised of material that is capable of undergoing biological decomposition in an aerobic environment (an environment with the presence of free oxygen) such that the bag and the organic material within the bag are broken down into carbon dioxide, water, inorganic compounds, and biomass. DCBs are used to collect and separate organic waste material from the general MSW stream. DCBs will be an integral part of R&E Board's source-separated organics "co-collection" program. Organic waste materials include food waste, food-soiled paper, etc., but do not include yard waste. Detailed lists of currently acceptable and unacceptable organic waste materials for Ramsey and Washington Counties' current organics recycling programs are available at the [Ramsey County Food Scraps web page](#) and [Washington County Food Scraps \(Organics\) Drop-off web page](#).

The DCBs will be used by residents and businesses to temporarily store source-separated organic waste materials until co-collected with MSW or dropped off at a county-sponsored food scrap collection location. The DCBs must 1) have an 18-month shelf life after manufacture to accommodate time for shipping, distribution to subscribers, and use; 2) have adequate strength and durability to withstand co-collection and hauling of full DCBs with typical MSW; and 3) be certified as compostable by the Biodegradable Products Institute (BPI) and suitable for commercial composting outlets.

The DCBs must be sufficiently durable 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 trailer load to R&E Center and tipped onto R&E Center tipping floor.

**1.4. Contract Term & Schedule**

The term of the resulting Agreement shall begin upon execution and shall continue for 5 years from receipt of the first manufactured DCBs. One 5-year extension may be granted upon mutually agreed terms.

**1.5. Costs**

The resulting contract will be a fixed proposal price. The solicitation response shall include all costs for set-up fees, testing, supplies, materials, equipment, labor, and shipping necessary to meet performance requirements and guarantees. 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. 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. 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	Tuesday, February 9, 2021
Pre-Proposal Conference	Tuesday, March 2, 2021 Time: 1:00 pm – 3:00 pm central Location: Virtual via WebEx Email <a href="mailto:sholl@recyclingandenergy.org">sholl@recyclingandenergy.org</a> to request meeting invite
Deadline for Proposal Submissions	Tuesday, March 23, 2021 no later than 2:00 p.m.
Contract Negotiations and final award	Anticipated June 2021

**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. 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.

**1.9. 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 "R&E Durable Compostable Bag Manufacturer RFP 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
Sam Holl <a href="mailto:sholl@recyclingandenergy.org">sholl@recyclingandenergy.org</a>

Questions and inquiries related to this RFP are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02. 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.

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-Proposal Conference**

A non-mandatory pre-proposal conference will be held per the information provided in Table 01. The purpose of the conference is to discuss the solicitation and allow vendors to 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 RFP revisions will be documented in an addendum and published to R&E's website, [Vendors - Ramsey/Washington Recycling & Energy Ramsey/Washington Recycling & Energy \(recyclingandenergy.org\)](#). 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 A) which shall be signed and returned with Proposers' responses. R&E reserves the right to revise the RFP prior to the deadline for proposal submissions provided in Table 01. Revisions shall be documented in an addendum and published to R&E website.



## 2.0 Instructions for Proposers

### 2.1. Advertisement for Proposal/Public Notice

R&E uses its website, [Vendors - Ramsey/Washington Recycling & Energy Ramsey/Washington Recycling & Energy \(recyclingandenergy.org\)](http://Vendors - Ramsey/Washington Recycling & Energy Ramsey/Washington Recycling & Energy (recyclingandenergy.org)), to release all competitive solicitations and associated addenda.

### 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 1.6, 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.

Proposers shall submit one (1) hard copy of the proposal response. The original shall be submitted in a sealed envelope, with the RFP title on the outside, to the mailing address listed in Table 03. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name and base proposal will be read at the public opening.



**Table 03: Proposal Mailing Address**

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

The following table contains the organization guidelines for Proposal responses.

**Table 04: Proposal Checklist**

RFP Attachment Number	Proposal Section	RFP Section Number
-	Signed Cover Letter	2.3
Attachment A	Solicitation Response Form	2.4
Attachment D	Completed Proposal Response Questionnaire (attached)	2.5
Attachment E	Completed Price Worksheet (attached)	2.6
-	Include 100 Samples of Each Size Bag	2.7
-	Exceptions to Terms and Conditions	2.8
Attachment F	Application for Designation of Trade Secret Information (attached)	2.9

**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:

1. Identification of the proposing company, including name, address and telephone number;
2. Name, title, address, telephone and fax numbers, and email address of contact person during period of Proposal evaluation;
3. A summary of the company's background and history;
4. A summary of claims brought against the Proposer, subcontractors, and proposed project team members;
5. 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;
6. A brief summary of the Proposal contents;



7. 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
8. 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 Questionnaire Form**

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

#### **2.5. Proposal Response Questionnaire Form**

The third section of the Proposal should be a completed Solicitation Proposal Response Questionnaire Form - Attachment D.

#### **2.6. Proposal Response Price Worksheet**

The fourth section of the Proposal should be a completed Proposal Response Price Worksheet - Attachment E.

#### **2.7. Work Examples**

Each response submittal shall include 100 samples of durable compostable bags in each bag size.

#### **2.8. Exceptions to Terms and Conditions**

The fourth section of the Proposal should include any exception the Proposer takes to the terms and conditions set forth in this RFP. 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.

#### **2.9. Application for Designation of Trade Secret Information**

The fifth section of the Proposal should be a completed Application for Designation of Trade Secret Information – Attachment F, 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. Selection

A written Notice of Intent to Award shall be sent to the responsible proposer based on proposal evaluation and selection by R&E.

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.

### 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.

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

### 3.3. Public Notice

R&E uses its website, [Vendors - Ramsey/Washington Recycling & Energy Ramsey/Washington Recycling & Energy \(recyclingandenergy.org\)](http://Vendors - Ramsey/Washington Recycling & Energy Ramsey/Washington Recycling & Energy (recyclingandenergy.org)) 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.

### 3.4. Negotiations and Contract Execution

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.

### 3.5. 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 R&E.
3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of R&E.



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

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

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 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.

### **3.7. Proposer's Certification**

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

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

If any Proposer fails to comply with the provisions stated in this paragraph, 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, 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 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.



### **3.10. 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.

### **3.11. 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.

### **3.12. Contract Negotiation**

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

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.

### **3.13. 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 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.

### **3.14. Non-Collusion Statement**

Proposers shall complete and sign the non-collusion statement in Attachment A – Solicitation Response Form 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.



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## **4.0 Project Specifications**

### **4.1. Specifications**

See the following attachments for specifications, attached hereto and made a part of this RFP.  
Attachment B – Specification Requirements.

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



## **5.0 General Agreement/Contract Terms and Conditions**

### **5.1. Contract Term**

The term of the resulting Agreement shall begin upon execution and shall continue for 5 years from receipt of the first manufactured DCBs. One 5-year extension may be granted upon mutually agreed terms.

### **5.2. Contract Pricing**

#### **5.1.1 Costs**

The resulting contract will be a fixed proposal price.

#### **5.1.2 Application of Payments**

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

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 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, \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate limit, \$1,000,000 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. Coverage and requirements must remain in effect for a period of at least three (3) years from the date of Substantial Completion of this project.
- 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 \$1,000,000.

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

#### **5.20. 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.



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## **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 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. Cleanup**

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.



## 6.0 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.



## 7.0 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.



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## Attachments

**Attachment A** – Solicitation Response Form

**Attachment B** – Specification Requirements

**Attachment C** – Acceptable and Unacceptable Organic Materials

**Attachment D** – Completed Proposal Response Questionnaire

**Attachment E** – Completed Price Worksheet

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

## Attachment A – Solicitation Response Form

**Solicitation Title:** Durable Compostable Bag Manufacturer

**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.

### 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: Durable Compostable Bag Manufacturer RFP

## Attachment B – Specification Requirements Durable Compostable Bags Manufacturer

### 1.0 PURPOSE

The purpose of this Attachment is to provide sufficient specification requirement information for qualified compostable bag Manufacturers (“Manufacturers”) to furnish durable compostable bags (DCBs). Respondents to this request for proposal (RFP) are not required to be Manufacturers but will be held to the same standards as defined in this Attachment.

### 1.1 Project Background

The DCBs will be an integral part of the Recycling & Energy (R&E) Board’s organics “co-collection” program. The DCBs will be used by subscribing residents and businesses to temporarily store source-separated organic (SSO) waste materials until collection. Organic waste materials include food waste, food-soiled paper, etc. but does not include yard waste. A detailed list of currently acceptable and unacceptable organic waste materials for this program is provided in Attachment C or is available at the [Ramsey County Food Scraps web page](#), in the table [Ramsey County Organics Acceptability List](#), and the [Washington County Acceptable Items list](#).

The DCBs must 1) have an 18-month shelf life; 2) have adequate strength and durability to withstand co-collection and hauling of full DCBs with typical mixed municipal solid waste (MSW); 3) be certified as compostable by the Biodegradable Products Institute (BPI); and 4) be suitable for commercial composting outlets. Each of these steps in the life cycle of the DCB is described in more detail in Section 1.2.

### 1.2 Generalized Life Cycle of the DCB

1. The following sequence describes the role of the DCBs during storage, co-collection, sorting, and processing.
2. Manufacturers will be responsible for delivering DCBs to a single location in Minnesota. A one-year supply of DCBs (quantity 60) will be distributed to each subscriber by the R&E Board or its designee. DCBs are expected to maintain integrity for 18 months after manufacture to accommodate time for shipping and distribution to subscribers.
3. Subscribers will place the organic materials in the DCB until full, or until just prior to weekly collection by regular trash collection service. Subscribers will be instructed to tie off the DCB with one secure knot at the top of the bag (i.e., adequate excess bag capacity should be available to allow for a full, secure, single knot to be tied at the open end of the bag). Respondents may propose alternate closure methods or DCB bag designs to assure secure bag closure, provided the bag closure is also made of BPI-certified compostable material. Subscribers will be instructed to place their full, tied-off DCB into their regular trash cart or dumpster (i.e., “trash container”) along with their regular trash.
4. The DCBs will be co-collected together with the regular trash in the hauler’s standard trash packer truck each week. It is assumed that collection operations (including truck compaction density) will not change with the addition of DCBs. The hauler will take the co-collected loads of DCBs and trash to the R&E Center, or to another selected transfer station equipped to sort the DCBs from the trash,



where loads will be tipped onto a tipping floor prior to sorting. In some cases, DCBs will be transferred from a transfer station tipping floor to the R&E Center for sorting.

5. DCBs will be sorted from the trash using mechanical and/or manual sorting systems, depending on the facility. Sorted DCBs will be loaded separately in a roll-off box or transfer trailer and then hauled to an organics processing facility selected by R&E. The DCBs and organic material contents will be processed at the organics processing facility.

### **1.3 Eligible Manufacturers Must Be Suitably Qualified**

A suitably qualified Manufacturer shall design DCBs to remain intact through the storage, collection, and sorting steps outlined in Section 1.2. A suitably qualified Manufacturer shall document performance of its DCBs to the satisfaction of the R&E Board using the standard tests listed in the Performance Specifications in Section 3.0 of this Attachment.

### **1.4 Sample DCBs Must Be Submitted with Response**

The R&E Board requires delivery of 100 sample DCBs in **each** bag size. See Section 4.4 for details on size requirements.

## **2.0 SCOPE OF SUPPLY**

### **2.1 Alternates Allowed with Pre-Approval**

The technical performance and design DCB specifications within this Attachment are not intended to be restrictive. An alternate but equal DCB testing method may be proposed. The burden of proof for equality of any alternate to specifications described herein shall be the responsibility of the Respondent. However, to retain consideration, the Respondent's base proposal shall be prepared using the information provided per the RFP and this Attachment ("Specification Requirements"), plus Attachments D ("Questionnaire"), and E ("Price Worksheet").

Once under Contract, if the R&E Board receives alternate DCBs with unapproved alternate designs or performance tests, the DCBs will be rejected at time of delivery to the R&E Board and returned to the Manufacturer, and the R&E Board shall not be held liable for any freight expenses.

### **2.2 Number of DCBs To Be Purchased**

The approximate number of DCBs to be purchased shall be as specified in the RFP. The R&E Board reserves the right, throughout the term of the Contract, to purchase an additional number of DCBs.

## **3.0 PERFORMANCE SPECIFICATIONS**

The following standard test methods are referenced herein:

- ♦ [ASTM D638-14](#): Standard Test Method for Tensile Properties of Plastics (or, depending on thickness of DCB, [ASTM D882-18](#): Standard Test Method for Tensile Properties of Thin Plastic Sheeting).
- ♦ [ASTM D1922-09](#): Standard Test Method for Propagation Tear Resistance of Plastic Film and Thin Sheeting by Pendulum Method.

- ◆ [ASTM D1709](#): Standard Test Methods for Impact Resistance of Plastic Film by the Free-Falling Dart Method.
- ◆ [ASTM F1140](#): Standard Test Methods for Internal Pressurization Failure Resistance of Unrestrained Packages.

### **3.1 General Performance**

The Respondents shall provide sufficient data with their response to assure the R&E Board that the performance specifications in Section 3.0 will be attained for all proposed bag sizes.

### **3.2 Performance Guarantees**

The Selected Manufacturer shall provide a guaranteed DCB “shelf life” of 18 months. Respondents must clearly state the details of any storage or other conditions affecting the “shelf life.” Manufacturer guarantees that during the entire “shelf-life” the proposed DCBs shall perform as specified.

### **3.3 Tensile Strength**

Respondents shall submit data indicating testing of their proposed DCBs using [ASTM D638-4](#): Standard Test Method for Tensile Properties of Plastics (or other comparable test appropriate for DCB thickness [e.g., [ASTM D882-18](#)]). The data shall report the tensile modulus of elasticity, the gauge thickness, and the tensile energy at break of all samples. The tests shall be conducted on the Machine Direction (MD) tear, for tear propagation in the machine direction of the bag and repeated for the Transverse Direction (TD) tear, for tear propagation in the transverse direction of the bag. The Respondent shall propose a minimum acceptable tolerance limit for this test.

### **3.4 Tear Resistance**

Respondents shall submit data indicating testing of their proposed DCBs using [ASTM D1922](#): Standard Test Method for Propagation Tear Resistance of Plastic Film and Thin Sheeting by Pendulum Method (or other comparable test, depending on thickness of DCBs). The Respondent shall propose a minimum acceptable tolerance limit for this test.

### **3.5 Impact Resistance**

Respondents shall submit data indicating testing of their proposed DCBs using [ASTM D1709](#): Standard Test Methods for Impact Resistance of Plastic Film by the Free-Falling Dart Method (or other comparable test appropriate for DCB thickness). The Respondent shall propose a minimum acceptable tolerance limit for this test.

### **3.6 Burst Strength**

Respondents may submit data indicating test results of their proposed DCBs using [ASTM F1140](#): Standard Test Methods for Internal Pressurization Failure Resistance of Unrestrained Packages. The Respondent shall propose a minimum acceptable tolerance limit for this test. The Respondent-proposed test method shall be clearly described. A minimum of 10 representative samples shall be tested using the Respondent’s burst strength method. As an alternate test method, Respondents may submit data indicating test results of their proposed DCBs using their own “burst strength” test methods.

### 3.7 Dry Load Capacity

Respondents shall submit data indicating test results of their proposed DCBs using their own dry load capacity test methods. The Respondent-proposed test method shall be clearly described. A minimum of 10 representative samples shall be tested using the Respondent's dry load capacity method.

### 3.8 Wet Load Capacity

Respondents shall submit data indicating test results of their proposed DCBs using their own wet load capacity test methods. The Respondent-proposed test method shall be clearly described. A minimum of 10 representative samples shall be tested using the Respondent's wet load capacity method.

## 4.0 DESIGN SPECIFICATIONS

Respondents shall provide adequate documentation that all design specifications in Section 4.0 will be attained. The following standard test methods are referenced herein:

- ◆ [ASTM 6400](#): Standard Test for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities.
- ◆ [ASTM D6988](#): Standard Guide for Determination of Thickness of Plastic Film Test Specimens.

### 4.1 Compostability

Eligible DCBs must be certified by BPI and pass [ASTM 6400](#): Standard Test for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities. Additional certifications about compostability may be submitted (e.g., from the Compost Manufacturing Alliance [CMA]), but must be in addition to, and not as an alternative to, BPI.

### 4.2 PFAS Free

Eligible DCBs must be certified per- and polyfluoroalkylated substances (PFAS)-free.

### 4.3 Target Gauge Thickness

The minimum gauge thickness shall be tested via [ASTM D6988](#): Standard Guide for Determination of Thickness of Plastic Film Test Specimens and reported in the proposal. The Respondent shall provide a DCB that is a minimum of 1.4 mil. The Respondent shall document that their proposed gauge will provide sufficient durability and strength for the intended co-collection purpose and steps outlined in Section 1.2 of this Attachment.

### 4.4 Bag Capacity

Respondents shall provide prices in Attachment E ("Price Worksheet") for two nominal bag sizes: 6 gallons and 13 gallons. Alternate bag sizes may be proposed, but should be as close as possible to the specified bag capacities.



#### 4.5 Bag Labeling

All DCB labeling shall comply with labeling requirements delineated by the R&E Board and the State of Minnesota, including Minnesota Statutes 325E.046 Subd. 2, and the Federal Trade Commission. The R&E Board will work with the selected bag Manufacturer to finalize all bag labeling specifications, including any customization that may be required by the R&E Board (e.g., labeling each bag with “compostable” in letters at least 1-inch high and inclusion of a logo or symbol to further distinguish the DCB). Respondents shall describe their proposed label design minimum requirements and process/schedule for finalization of R&E Board customization. Color of bag label shall be distinct from the bag itself. Respondent shall provide color(s) allowed for bag label in Appendix C (“Questionnaire”).

#### 4.6 Bag Color

Bag color should be in the green family and shall have special markings that differentiate the bag from other green bags on the market. Respondents shall state how their DCB can be distinguished in the co-collection process and specify the color of green offered.

#### 4.7 Opacity

DCBs shall be opaque such that the contents cannot be clearly seen through the plastic. Opaqueness is to provide robotic sorting equipment and manual sorters the maximum opportunity to identify the DCBs mixed in with MSW. Respondents shall propose a standard bag opacity test method and acceptable opacity tolerance range.

#### 4.8 Quantity of Bags

DCBs should be provided in rolls of 30 for distribution by a separate entity under contract to the R&E Board located in Minnesota.

Table 1 shows the estimates of the quantities of bags needed for each of the first 5 years after the DCB program rollout.

**Table 1**

**DCB Quantity Estimates, Assuming a 5-Year Growth Period to 40% Participation\***

Year		Residential Participation Rate	No. Participating Households	No. Bags/ Year**
0	2022	2%	6,374	382,440
1	2023	5%	15,935	956,100
2	2024	10%	31,870	1,912,200
3	2025	20%	63,740	3,824,400
4	2026	30%	95,610	5,736,600
5	2027	37%	117,919	7,075,140
6-10	2028	40%	127,480	7,648,800

\* Assuming 5-year growth period to 40% Participation.

\*\* Assumes 60 bags per year are provided to each residential household.

\*\*\* 2022 year end roll-out and partial year of service.



In addition, DCBs should be provided in rolls of 325 for distribution at the Ramsey and Washington counties food scraps drop off locations. The rolls need to fit on the distribution rollers currently available at the drop off sites as shown in Picture 1. The dispensers used are EcoSafe-MultiRes Compostable Bag Dispensers that are approximately 6 inches wide by 7 inches deep by 8 inches tall. Table 2 indicates quantities of rolls, bags, and boxes ordered in 2019.



Picture 1

*Dispenser used at Ramsey and Washington County food scrap sites*

**Table 2**

**2019 Quantities of Compostable Bags Ordered for Food Scraps Drop of Locations**

<b>2.5 Gallon Bags (720/Box)</b>		<b>13 Gallon Bags (288/Box)</b>		<b>2.5 Gallon Bags (325/Roll)</b>	
<i>2.5 Gallon Boxes</i>	<i>Total Number of 2.5 Gallon Bags</i>	<i>13 Gallon Boxes</i>	<i>Total Number of 13 Gallon Bags</i>	<i>2.5 Gallon Rolls*</i>	<i>Total Number of 2.5 Gallon Bags</i>
187	134,640	291	19,872	96	124,800

\* Ramsey and Washington Counties switched from boxes to rolls in late 2019. Current 2020, 195 rolls have been utilized.

## **5.0 PRODUCT WARRANTY**

The Selected Manufacturer shall warrant that the DCBs will be as specified and will be free from defects in design, workmanship, and materials. If within the warranty period, the DCBs fail to meet the provisions of this warranty, the Selected Manufacturer shall promptly correct any defects, including non-conformance with the specification, by replacement of all defective DCBs without additional cost to the R&E Board.

Unless otherwise specified, the warranty period shall be the guaranteed “shelf life” starting from the date of delivery of the DCB to the third party distributor.

Any deviations or proposed alternates from the above specifications must be specifically declared in writing with the Respondent’s proposal.

## **6.0 SHIPMENT AND STORAGE**

All DCBs must be suitably contained for shipment to the third party distributor. The Manufacturer shall take reasonable steps to ensure arrival of the DCBs in an undamaged and satisfactory working condition to the third party distributor. The Manufacturer shall plan to accommodate ramp-up of the program and DCB quantities as the DCB program expands.

## **7.0 QUALITY PROGRAM REQUIREMENTS**

### **7.1 Quality Control Program**

All eligible Respondents shall enact and document a Quality Control (QC) Program to ensure that the Contract requirements and DCB specifications are complied with at all times during the Contract. The Respondent shall document its QC Program within its response. Documentation should be provided for any additional Quality Assurance/QC (QA/QC) procedures above the required QC protocols outlined herein.

The Respondent's QC program shall assure that required procedures are prepared and implemented, required tests/measurements are made using calibrated tools and equipment, referenced codes and standards are available for use, personnel are trained and qualified to perform the specified task as required by codes, standards and the specification, deviation/defects are identified and corrected in compliance with specification requirements, and that materials are procured, handled, and shipped in compliance with the Contract. All deviations/defects must be identified to the R&E Board in writing including corrective action taken.

### **7.2 QC Program Interface**

The Selected Manufacturer is subject to audits, unannounced inspections, and witnessing by the R&E Board to ensure compliance with the requirements of the specifications, codes, drawings, and R&E Board's approved submittals. The R&E Board's exercise of, or failure to exercise, this right to inspect, witness, or audit, and subsequent approval by the R&E Board shall not relieve the Selected Manufacturer of the obligation to comply with the terms and conditions of the Contract. Any request for approval of deviations or nonconformance to the Contract documents shall be preceded in accordance with the specification.

### **7.3 Submittal of Manufacturing and Delivery Schedule**

Prior to the award of the Contract, the elected Manufacturer shall submit copies of the manufacturing schedule to the R&E Board or its designee upon request for their information and establishment of points of notification and project management.

### **7.4 Documentation**

The Selected Manufacturer shall establish and maintain a record system that provides for the identification and correlation of required records and certifications.

This specification requires specific documents to be formally submitted to the R&E Board for information, review, and approval. If these documents are changed subsequent to submittal, the Selected Manufacturer shall resubmit the revised document(s) to the R&E Board for information or review and approval consistent with the original requirements.



The Selected Manufacturer shall assemble all required records for each shipment into two identical sets (whether paper or electronic). Each page of each document(s) submitted shall be clearly identified by the R&E Board name, the station and/or unit, the Contract number, the DCB description and specific identification, and the Selected Manufacturer's name and address. Each individual document shall be legible and shall be of reproducible capability.

All records required by this specification, applicable regulations, codes and standards, or generated as a result of the Selected Manufacturer's QC Program shall be retained in the Selected Manufacturer's file for a period of 365 days after the Contract requirements for the manufacture of that batch (order) of DCBs have been complied with. At the expiration of this 365-day period, the R&E Board or their authorized agent shall be provided the option of receipt and/or the Selected Manufacturer's continued retention of the file contents. No records shall be destroyed or otherwise disposed of without permission from the R&E Board.



## Attachment C –Acceptable and Unacceptable Organic Materials

### Ramsey County Organics Acceptability List

#### Yes – Accepted Items

- ◆ Baked goods
- ◆ Bamboo foodservice items
- ◆ Berry cartons (paper only)
- ◆ Bones
- ◆ Candy (remove from wrapper)
- ◆ Cellulose sponges
- ◆ Cereal
- ◆ Certified compostable bags (must be labeled BPI Certified Compostable)
- ◆ Certified compostable food-service items (must be labeled BPI or Cedar Grove certified compostable)
- ◆ Cheese and cheesecloth
- ◆ Chopsticks and coffee stir-sticks (wood only)
- ◆ Coffee cups (paper - only when marked certified compostable) (convenience store, Starbucks, Caribou Cups, etc. go in the garbage)
- ◆ Coffee grounds and paper filters (K-cups or other coffee pods are garbage. You may empty the coffee grounds from the pods into the organics.)
- ◆ Condiment packets (paper only including: salt, pepper, sugar, sugar substitute, etc.)
- ◆ Cork (natural only, plastic corks are garbage)
- ◆ Corn cobs, husks and shuckings
- ◆ Cotton balls (without chemicals on them)
- ◆ 100% cotton or wool clothing that cannot be repaired or donated (cut into 4" x 4" pieces)
- ◆ Dough
- ◆ Dust bunnies
- ◆ Egg cartons (paper only)
- ◆ Egg shells
- ◆ Facial tissue
- ◆ Fish and fish parts

#### No – Not Accepted

- ◆ Ashes (fireplace, grill, portable fire pit, chiminea)
- ◆ Air Filters (furnace, humidifier, etc.)
- ◆ Animal food bags (plastic or foil lined)
- ◆ Animal waste, bedding, litter and droppings
- ◆ Aluminum foil
- ◆ Automobile and engine fluids (antifreeze, motor oil, etc.)
- ◆ Baby, personal and flushable moist wipes
- ◆ "Biodegradable" labeled items
- ◆ Band-Aids™, bandages and first-aid items
- ◆ Batteries
- ◆ Candles and candle wax
- ◆ Candy and chip wrappers
- ◆ Cartons (soup, broth, milk, juice, or wine)
- ◆ Cat litter
- ◆ Ceramics (mugs, plates, bowls, vases, etc.)
- ◆ Charcoal (Charcoal that contains chemicals for quick or easy lighting is garbage. If you're unsure throw it away.)
- ◆ Cigarettes, cigars and butts
- ◆ Cleaning products including towels, rags, sponges, etc. soaked with cleaning products
- ◆ Condiment packets (plastic and foil including: ketchup, relish, red pepper, parmesan, taco sauce, etc.)
- ◆ Condoms and related products
- ◆ Construction materials (concrete, sheetrock, etc.)
- ◆ Containers (plastic, glass, metal, cartons)
- ◆ Cosmetics and perfumes
- ◆ Crayons and chalk
- ◆ Dead animals
- ◆ Dental floss (contains plastic)
- ◆ Detergents (liquid, powder, sheets, and tablets)
- ◆ Diapers (baby, overnight, training, swim, and covers)





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**Ramsey County**  
**Yes – Accepted Items**

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- ◆ Food - ALL spoiled, moldy, frozen food, dairy, frozen dairy, all fruits and vegetables including peelings and pits, baked goods, sauces, herbs and spices, nuts, seafood and fish including shells and parts, meat including fat and bones, etc.
- ◆ Flour and sugar paper bags (not plastic lined)
- ◆ Flower bouquets (remove ribbon and plastic)
- ◆ Frozen foods
- ◆ Fruit, fruit peels, fruit seeds and pits
- ◆ Fur - from pet grooming (not fur clothing)
- ◆ Grains
- ◆ Gravy and sauces
- ◆ Hair - human and pet
- ◆ Herbs and Spices
- ◆ Indoor plants and trimmings (no dirt)
- ◆ Jam and jelly
- ◆ Masking tape - paper type, small amounts with no paint (not plastic type)
- ◆ Meat and meat products (including fat and bones)
- ◆ Melon, pumpkin and gourds
- ◆ Nail clippings
- ◆ Newspaper that is wet with food or dirt
- ◆ Noodles
- ◆ Nuts and nut shells
- ◆ Oatmeal
- ◆ Oysters, mussels clams (shells and all)
- ◆ Paper bags (flour, sugar, cornmeal that are not plastic lined)
- ◆ Paper take-out containers and fast food packaging (not plastic lined or if lined they must be labeled BPI or Cedar Grove certified compostable) (Chinese food containers are garbage.)
- ◆ Paper plates and cups (unlined or if lined they must be labeled BPI or Cedar Grove certified compostable)
- ◆ Paper towels and napkins
- ◆ Pastries and pies

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**Ramsey County**  
**No – Not Accepted**

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- ◆ Dryer lint (contains synthetic fibers)
- ◆ Dusting wipes (contains synthetic fibers)
- ◆ Fast food wraps (lining is plastic)
- ◆ Feces (human and pet)
- ◆ Feminine hygiene products (tampons, pads, liners, applicators - paper or plastic)
- ◆ Fertilizers (solid and liquid)
- ◆ Foil and foil-type bags (chips, candy)
- ◆ Garden trimmings and waste\*
- ◆ Gauze and bandages
- ◆ Gift Wrap (recycle gift wrap without glitter or foil)
- ◆ Glass
- ◆ Grass clippings\*
- ◆ Gum (contains plastic)
- ◆ Ice cream tubs (paper or plastic)
- ◆ Incontinence products
- ◆ Laminated paper
- ◆ Latex (balloons and gloves)
- ◆ Leaves\*
- ◆ Liquids (pour non-hazardous liquids down the drain)
- ◆ Litter and street sweepings
- ◆ Markers and pens
- ◆ Metal
- ◆ Microwaveable popcorn bags (plastic lined with BPA)
- ◆ Packing peanuts (foam or "degradable")
- ◆ Paper than can be recycled
- ◆ Parchment and wax paper (unless BPI certified)
- ◆ Personal hygiene products (toothpaste, soap, etc.)
- ◆ Pesticides (solid and liquids)
- ◆ Pet food bags (plastic or foil lined)
- ◆ Pet waste and waste handling items
- ◆ Photos and slides
- ◆ Plastic (all non-certified compostable, including bags and wrap)
- ◆ Popcorn bags that go in the microwave (plastic and BPA lined)



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**Ramsey County**  
**Yes – Accepted Items**

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- ◆ Pencils and pencil shavings (no metal, foil or erasers)
- ◆ Pizza boxes
- ◆ PLA plastic (only if labeled BPI or Cedar Grove certified compostable)
- ◆ Popcorn kernels
- ◆ Popsicle sticks and toothpicks (wood only)
- ◆ Q-tips™ (paper middle only)
- ◆ Sawdust (untreated wood only) (double bag)
- ◆ Shredded Paper (no staples, paper clips, plastic)
- ◆ Spices (fresh or dried)
- ◆ Soup (strain liquids down drain first)
- ◆ Tea bags (tea bag packaging must be paper only, no plastic or foil lining) (remove staples)
- ◆ Tissues and tissue paper

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**Ramsey County**  
**No – Not Accepted**

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- ◆ Plastic lined paper (Chinese food containers, ice cream tubs, coffee cups - unless BPI certified)
- ◆ Products labeled as "biodegradable," earth friendly, etc.
- ◆ Q-tips™ with plastic middle
- ◆ Remodeling debris
- ◆ Rocks and gravel
- ◆ Rubber and rubber bands
- ◆ Snack and sandwich bags (unless BPI certified compostable)
- ◆ Soap (liquid, bar, shampoo, dish, dishwasher, laundry)
- ◆ Soil and dirt
- ◆ Star Tribune "oxo-degradable" bags
- ◆ Styrofoam™ (egg cartons, packaging, and peanuts)
- ◆ Synthetic clothing
- ◆ Tape (transparent, Scotch™, electrical, duct, packing, etc.)
- ◆ Toys
- ◆ Treated wood (lumber and sawdust)
- ◆ Vacuum cleaner bags
- ◆ Wax (wax paper [unless certified compostable], candle wax, car wax, etc.)
- ◆ Wicker (furniture or wicker scraps)
- ◆ Wood scraps
- ◆ Wrapping Paper (wrapping paper without glitter or foil can be recycled)



### Washington County Organics Acceptability List

#### Yes - Accepted Items

- ◆ Food
- ◆ Fruit and vegetables
- ◆ Meat, fish, and bones
- ◆ Dairy products
- ◆ Eggs and egg shells
- ◆ Bread, pasta, beans, and rice
- ◆ Nuts and shells
- ◆ Coffee grounds, filters, and tea bags
- ◆ Animal and pet food
- ◆ Non-recyclable paper
- ◆ Paper towels, napkins and tissues
- ◆ Pizza delivery boxes
- ◆ Paper egg cartons
- ◆ Dirty paper bags
- ◆ Certified compostable products
- ◆ Certified compostable paper and plastic cups, plates, bowls, utensils, and containers
- ◆ Look for the BPI logo to ensure it is compostable

#### No - Not Accepted

- ◆ Diapers
- ◆ Cleaning or baby wipes
- ◆ Yard waste
- ◆ Animal and pet waste, litter, or bedding
- ◆ Dead animals
- ◆ Dryer lint and dryer sheets
- ◆ Recyclable items (cartons, glass, metal, paper, plastic)
- ◆ Frozen food boxes
- ◆ Styrofoam
- ◆ Rubber
- ◆ Wood

Note:

Look for one of these logos to verify if a product is certified compostable, or visit [www.BPIworld.org](http://www.BPIworld.org).



## Attachment D – Respondent Questionnaire Durable Compostable Bags Manufacturer

Instructions: Please attach additional pages as necessary to properly respond to the following.

### Respondent Information

Respondent Company Name: \_\_\_\_\_

- ◆ Provide a description of the company.
- ◆ List key personnel, summarizing their roles in providing the proposed services under this Contract with the Recycling & Energy (R&E) Board, including their experience and qualifications. Specifically identify your proposed Account Manager.

If any subcontractors are to be used, please list each subcontractor name, address, contact person, phone number, and email. Provide a description of each company. List key personnel, their proposed role on your team, a summary of proposed services that they will provide, and their experience and qualifications in providing these services.

Complete the following questions for both the proposed primary Contractor and, if applicable, each subcontractor. Use a separate sheet as necessary.

### Contract Non-completion or Non-performance

Within the past five years, has the Respondent failed to complete a contract with, or failed to perform any of its significant contract obligations for, a public entity in Minnesota?

Yes  No

If yes, state name of parties to the contract, the date of the contract, and the reason for non-completion. If a bond was posted, state the contact information for the bond company.

Contract Parties	Date of Contract	Nature of and Reason for Non-completion or Non-performance

Has the Respondent or any of its subsidiaries or proposed subcontractors been a party to any lawsuits within the last five years that may affect its ability to perform the obligations described in the Proposal?

Yes  No

If yes, list these lawsuits, the parties involved, and the resolution or status of each.

Within the past five years, has the Respondent, any of your subsidiaries or proposed subcontractors been the subject of any administrative or judicial action in Minnesota? This includes any facility or property owned or operated by your company, subsidiary, or proposed subcontractors. This includes violation of the conditions of a permit issued by a governmental entity or violations in Minnesota of environmental, zoning, or public health laws or regulations.

Yes  No

If yes, state the details and disposition.

### Performance Guarantees

Respond to each of the items below.

- ◆ Number of years of experience in manufacturing durable compostable bags (DCBs) in quantities similar to those requested by the R&E Board. (Distinguish the experience of the proposed prime Contractor vs. any subcontractors.)
- ◆ The manufacturer must guarantee the DCB “shelf life” of 18 months. Please clearly state the details of any storage or other conditions affecting the “shelf life.”
- ◆ Submit data for the following requirements:
  - Tensile Strength data, per Attachment B, Section 3.3. Provide a minimum acceptable tolerance limit for this test.
  - Tear Resistance data, per Attachment B, Section 3.4. Provide a minimum acceptable tolerance limit for this test.
  - Impact Resistance, per Attachment B, Section 3.5. Provide a minimum acceptable tolerance limit for this test.
  - Burst Strength (optional), per Attachment B, Section 3.6.
  - Dry Load Capacity, per Attachment B, Section 3.7. Clearly describe test method used.
  - Wet Load Capacity, per Attachment B, Section 3.8. Clearly describe test method used.
- ◆ Documentation of ASTM 6400 Biodegradable Products Institute (BPI) Certification, per Attachment B, Section 4.1.
- ◆ Provide documentation that the DCB is per- and polyfluoroalkylated substances (PFAS)-free per Attachment B, Section 4.2.

- ◆ Provide minimum gauge thickness of the DCB and that the proposed gauge will provide sufficient durability and strength for the intended co-collection purpose and steps outlined in Attachment B, Section 4.3.
- ◆ Provide exact size (in gallons) of DCBs and dimensions of DCBs offered, per Attachment B, Section 4.4.
- ◆ Describe proposed label design minimum requirements and process/schedule for finalization of R&E Board customization, per Attachment B, Section 4.5. Provide sample and description of the allowed color(s) for the label.
- ◆ Provide a sample and description of the proposed color of green for DCBs, per Attachment B, Section 4.6.
- ◆ Describe proposed standard bag opacity, test methods, and acceptable opacity tolerance range, per Attachment B, Section 4.7.

DCBs will be delivered to a third party distributor located in Minnesota. Please describe your experience working with third parties for distributions and how you have successfully worked with them in the past.

Please provide a timeline for planning, commissioning (testing), to initial odor fulfillment.

Attachment C includes Acceptable and Unacceptable Items in Ramsey and Washington Counties current food scraps program. Please carefully review the items in Attachment C and answer the following questions:

- ◆ Please list any items in the accepted items that are not accepted in the proposed DCBs along with the rationale that the items should not be accepted.

Is compostable paper accepted in the DCBs proposed?  Yes  No

### **Sample Requirements**

One hundred sample DCBs must be provided in each bag size as part of the submittal. (See Attachment B, Section 4.4 for size requirements.)

## Attachment E – Price Worksheet Durable Compostable Bags Manufacturer

**Pricing:**

6 gallons Provide exact size (in gallons) of bag and dimensions.  
12 to 15 gallons Provide exact size (in gallons) of bag and dimensions.

**Durable compostable bags distributed via a third party**

Number of durable compostable bags to be purchased is per Section 2.2 of Attachment B. Bags should be placed into rolls of 30, per Section 4.8 of Attachment B for distribution by a third party.

Year	Estimated Number of Bags Needed	Minimum Order Quantities	Price Per 6-gallon Bag (in USD)	Price Per 13-gallon Bag (in USD)
2022	400,000			
2023	950,000			
2024	1,900,000			
2025	3,800,000			
2026	7,000,000			

**Durable compostable bags distributed at food scrap drop off locations**

Number of durable compostable bags to be purchased is per Section 2.2 of Attachment B. Bags should be placed into rolls of 325, per Section 4.8 of Attachment B for distribution by R&E staff to food scrap drop off locations.

Year	Minimum Order Quantities	Price Per 6-gallon Bag (in USD)	Price Per 13-gallon Bag (in USD)
2022 to 2026			



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

**Solicitation Title:** Durable Compostable Bags Manufacturing RFP

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 Page # Topic

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