



MEETING NOTICE
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD

Date: Thursday, March 24, 2022
Time: 10:00 am to 12:00 pm
Commissioners, Key Staff, Presenters:
 Ramsey County Environmental Health | 2785 White Bear Ave N. | 2nd Floor Conference Room
 Maplewood, MN | 55109 | [Map](#)
Public Zoom: <https://zoom.us/j/93400031982?pwd=akYrTE5Uc2tqVHI3MEkxbTA2VmZudz09>
 Meeting ID: 934 0003 1982 | Passcode: 074884 | Phone: 1-651-372-8299

The Recycling & Energy Board Chair has approved, starting with the March 24, 2022 R&E Board meeting, hosting with commissioner members all in person at Ramsey County Environmental Health Offices in Maplewood along with key staff and presenters. Members of the public are encouraged to participate remotely via Zoom or may attend at the Maplewood address.

AGENDA:

- I. Call to Order, Introductions, Commissioner Roll Call**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes**
 - a. January 27, 2022 R&E Board Action Page 3
 - b. January 27, 2022 R&E Board Finance Workshop Action Page 8
- IV. Consent Agenda** Action Page 13
 - a. Transportation Services Contract Page 15
 - b. Aluminum Trailer Purchase Contract Page 29
 - c. Tire Retread Contract Page 47
 - d. Truckload Services RFP Page 57
- V. Governance – No items.**
- VI. Management and Administration**
 - a. Facility & Finance Committee Report Information Page 59
 - i. Food Scraps Pickup Program Update
 - b. Food Scrap Bag Manufacturer Vendor Selection Action Page 60
- VII. Policy – No items.**
- VIII. Updates and Reports** Information Page 65
 - a. Legislative Briefing
 - b. Facility Updates
 - c. Procurement Report Page 66

IX. Other

- a. Invitation for Comments from Ex Officio R&E Board Members: Information
MPCA and City of Newport

X. Adjourn

NEXT MEETING:

R&E Board | Thursday, April 21, 2022 | 10 am – 12 pm | Ramsey County Environmental Health, Maplewood



THURSDAY, JANUARY 27, 2022
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MINUTES

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 10:00 a.m. on Thursday, January 27, 2022, as a virtual meeting. Essential staff participants met at the Ramsey County Environmental Health Office, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. Other participants joined through Zoom.

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

MEMBERS PRESENT

Commissioners Wayne Johnson, Stan Karwoski, Gary Kriesel, Fran Miron, Lisa Weik – Washington County
Commissioners Nicole Frethem, Trista MatasCastillo, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

MEMBERS NOT PRESENT

Commissioner Jim McDonough (alternate) - Ramsey County

EX-OFFICIO MEMBERS PRESENT

Dave Benke, Minnesota Pollution Control Agency
Tom Ingemann, City of Newport

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

Leigh Behrens, Zack Hansen, Kevin Magnuson, Jim Redmond, Michael Reed, John Ristad, Nikki Stewart, Jody Tharp, Jordan Thone, Kris Wehlage

ATTENDING REMOTELY

Joel Andersen, Zitlali Chavez Ayala, John Berns, Dave Brummel, Gary Bruns, Alison Cameron, Shannon Conk, Sheena Denny, Dan Donkers, Cate Duin, Rae Eden Frank, Jamie Giesen, Michelle Gin, Kris Hageman, Kelli Hall, Tabatha Hansen, Sam Hanson, Sam Holl, Sara Hollie, Filsan Ibrahim, Fatima Janati, Kevin Johnson, Katie Keller, Jennefer Klennert, Nate Klett, Alex Kotze, Juna Ly, Ashley Marston, Leslie Duling McCollam, Jennifer Nguyễn Moore, Jeff O'Donnell, Natasha Pearson, Minette Saulog, Ken Smith, Brandan Strickland, Darren Tobolt, Jeff Travis, Ryan Tritz, Margaret Vesel, Renee Vought, Susan Young

CALL TO ORDER/APPROVAL OF THE AGENDA

Chair Reinhardt called the meeting to order at 10:00 a.m. The conduct of remote meeting statement was read. Introductions of participants present in Maplewood were made. A roll call of commissioners was conducted.

Commissioner Weik moved, seconded by MatasCastillo, to approve the agenda as presented.

Motion carried 9-0. Roll Call vote:

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

APPROVAL OF MINUTES

Commissioner Karwoski moved, seconded by Frethem, to approve the minutes of December 9, 2021.

Motion carried 9-0. Roll Call vote:

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

CONSENT AGENDA

Electric Vehicle - Yard Tractor Procurement

Commissioner Ortega moved, seconded by Johnson, to approve Resolution R&EB-2022-01, Electric Vehicle - Yard Tractor Procurement. The R&E Board:

- Authorizes the Joint Leadership Team to finalize and execute an agreement with Orange EV for purchase of an electric yard tractor in accordance with R&E procurement guidelines upon approval as to form by the R&E attorneys.

Motion carried 9-0. Roll Call vote:

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

GOVERNANCE

Election of Officers (*Secretary/Treasurer*)

The office of the chair is currently held by Commissioner Reinhardt of Ramsey County, and the office of the vice-chair is held by Commissioner Miron of Washington County. Pursuant to R&E bylaws, both terms extend through 2022.

Chair Reinhardt nominated Commissioner Johnson for R&E Board secretary/treasurer for a biennial term of 2022-2023. The secretary/treasurer serves as chair of the Facility & Finance Committee.

Commissioner Miron moved; seconded by McGuire, to elect Commissioner Johnson as secretary/treasurer for 2022-2023.

Motion carried 9-0. Roll Call vote:

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

Appointments to the Facility & Finance (F&F) Committee

Chair Reinhardt stated that, per R&E bylaws, Secretary/Treasurer Johnson is the Facility & Finance Committee chair. Chair Reinhardt put forth Commissioner Frethem, Ramsey County, and Commissioner MatasCastillo, Ramsey County, for appointment to the committee.

Commissioner McGuire moved, seconded by Ortega, to ratify the appointment of Commissioners Frethem and MatasCastillo to the Facility & Finance Committee for one-year terms.

Motion carried 9-0. Roll call vote.

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

Appointments to the Partnership on Waste and Energy (PWE) Board

Nikki Stewart reviewed the provisions of the Amended and Restated Joint Powers Agreement (JPA) for PWE, which stipulate the makeup of the PWE Board. Members and alternates for 2022 are:

- | | |
|------------|---|
| Members | Commissioner Fran Miron, Washington County – PWE Chair
Commissioner Debbie Goettel, Hennepin County – PWE Vice-Chair
Commissioner Victoria Reinhardt, Ramsey County |
| Alternates | Commissioner Trista MatasCastillo, Ramsey County
Commissioner Wayne Johnson, Washington County
Commissioner Jeff Lunde, Hennepin County |

MANAGEMENT AND ADMINISTRATION

Food Scraps Pickup Program Customer Service Vendor Selection

Leigh Behrens, R&E planning specialist, presented an update on program planning and vendor solicitation and selection. Behrens explained the 24/7 customer service availability for the program, including via telephone, email and online live chat function. Assistance includes answering program questions and addressing ordering and shipping concerns. Support will be available in multiple languages and accessible for the hearing impaired.

Behrens outlined vendor responsibilities, including development and maintenance of knowledge base, onboarding and routine training of agents for the program, first call resolution and protocol for escalation, provision of high level of customer satisfaction, maintaining service-level objectives, providing regular reports to R&E and maintaining call center infrastructure and data security.

Jim Redmond, R&E contracts manager, reviewed the procurement process and JLT recommendation for selection of AnswerNet (Cerida Investment Corp.) as the vendor for customer support services based on the strength of their technical solution, multilingual service capabilities, security, disaster recovery and business continuity abilities, reporting functionality and timeline for initiating services.

Commissioner Miron moved, seconded by McGuire, to approve Resolution R&EB-2022-02, Food Scraps Program Customer Service Vendor Selection. The R&E Board:

- Approves Cerida Investment Corp. as the selected proposer recommended by R&E’s IT leadership consultant, Impact Group, to provide customer support services for the food scraps pickup program.
- Authorizes the JLT to execute the agreement with Cerida Investment Corp. and any amendments or change orders thereto, for customer support services, for a term of execution of three years with the option of two one-year renewals, and within the project budget upon approval as to form by the county attorney.

Commissioner McGuire inquired about Cerida’s experience in creating a new customer service call center and what volume of calls might be expected. Behrens said that Cerida’s specialty is as a customer call service, and it is a core competency of their company. The number of calls is unknown at this point.

Commissioner Johnson inquired whether there were other vendor options besides this proposer. Redmond stated that Cerida was the only proposer.

Commissioner Johnson inquired about how the language service works. Behrens said certain languages, such as Spanish, are handled directly by live service agents. Over 100 languages are available through a translation service and are handled as a live call with a translator and the service agent. Language translation is available 24/7.

Motion carried 9-0. Roll Call vote:

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

Food Scraps Pickup Program Warehouse & Fulfillment Vendor Selection

Leigh Behrens presented an overview of warehouse vendor requirements, including receiving and maintaining adequate inventory of food scrap bags, bag storage conditions and a warehouse management system to manage stock. Order fulfillment and shipping includes coordinating with the website developer to receive orders and send shipping status notifications to residents; setting up a transportation management system for shipment of orders; shipping bags directly to residents; and providing regular reports to R&E to monitor inventory, overall service delivery and performance.

Jim Redmond summarized the procurement process for vendor selection and JLT recommendation of veteran-owned KSP Fulfillment, LLC for storage, fulfillment and distribution services. The recommendation is based on their storage and technological capabilities, systems automation, integration of their warehouse management and transportation management systems and their systematic and strategic vision.

Commissioner MatasCastillo moved, seconded by Weik, to approve Resolution R&EB-2022-03, Food Scraps Program Warehouse & Fulfillment Vendor Selection. The R&E Board:

- Approves KSP Fulfillment, LLC as the selected proposer recommended by R&E's engineering consultant, Foth, to provide the storage, fulfillment and distribution of food scrap bags for the food scraps pickup program.
- Authorizes the JLT to execute the agreement with KSP Fulfillment, LLC, and any amendments or change orders thereto, for storage, fulfillment and distribution services, for a term of execution of five years with the option of one five-year renewal, and within the project budget upon approval as to form by the county attorney.

Commissioner McGuire inquired about the number of proposers and whether the board would need to approve a renewal at the end of five years. Redmond stated there were five proposers. At five years, JLT can renew the contract for an additional five-year period, after which the service would go through the procurement process again.

Commissioner Miron inquired about the annual cost of the contract. Redmond did not have that information on hand, but will make it available to the board.

Commissioner Miron inquired about KSP's physical location and inquired whether any of the proposers are located within Ramsey or Washington counties. Nate Klett, Foth Engineering, stated that KSP is located in Brooklyn Park, Minnesota. Redmond shared that none of the proposers are located in the two counties.

Commissioner Johnson inquired whether cost is a reason this vendor was chosen over others and whether R&E is obligated to go with lowest bid. Nikki Stewart, JLT, said that JLT and the evaluation team are held within the parameters of the budget, and that cost is only one aspect of the RFP evaluations.

Chair Reinhardt stated that it would be helpful to see figures from other proposers added to future meeting packets.

Motion carried 9-0. Roll Call vote:

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

UPDATES AND REPORTS

Recognizing Zack Hansen for Award

Nikki Stewart, JLT/Washington County, shared that last spring R&E nominated Zack Hansen for the 2021 Professional Achievement Award from the Solid Waste Association of North America (SWANA). Hansen was chosen as the recipient of the award at the annual WASTECON conference in Florida in November. Hansen is the former director of Ramsey County Environmental Health and served on the Joint Leadership Team for R&E. R&E congratulates him on receiving this recognition of his years of dedication to environmental health issues.

Commissioner MatasCastillo offered congratulations on Hansen’s retirement. When he announced his retirement, she didn't fully appreciate the impact of his retirement across the entire county. The loss of Zack's leadership has been felt by the entire organization.

Hansen thanked the board for the recognition. While this was a singular recognition, it is a body of work that includes many people – elected and appointed officials, staff he worked with over time, residents and many others.

Joint Activities Update and Procurement Report

Due to a board workshop starting at 11:00 am, updates will be sent to commissioners following the meeting.

ADJOURN

Chair Reinhardt declared the meeting adjourned at 10:59 a.m.

NEXT MEETING:

R&E Board | Thursday, March 24, 2022 | 10 am – 12 pm | Zoom or Ramsey County Environmental Health, Maplewood, MN

ATTESTED TO:

Approved: _____
March 24, 2022

Approved: _____
March 24, 2022



THURSDAY, JANUARY 27, 2022
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD
FINANCE WORKSHOP MINUTES

A Ramsey/Washington Recycling & Energy Board (R&E Board) Workshop was held at 11:00 a.m. on Thursday, January 27, 2022, as a virtual meeting. Essential staff participants met at the Ramsey County Environmental Health Office, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. Other participants joined through Zoom.

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

MEMBERS PRESENT

Commissioners Wayne Johnson, Stan Karwoski, Fran Miron, Lisa Weik – Washington County
Commissioners Nicole Frethem, Trista MatasCastillo, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

MEMBERS NOT PRESENT

Commissioner Gary Kriesel (alternate) – Washington County
Commissioner Jim McDonough (alternate) – Ramsey County

EX-OFFICIO MEMBERS PRESENT

Dave Benke, Minnesota Pollution Control Agency
Tom Ingemann, City of Newport

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

Leigh Behrens, Zack Hansen, Kevin Magnuson, Jim Redmond, Michael Reed, John Ristad, Nikki Stewart, Jody Tharp, Jordan Thone, Kris Wehlage

REMOTE PARTICIPANTS

Tabatha Hansen, Director, Washington County Accounting & Finance
Joua Yang, Deputy Director, Washington County Accounting & Finance
Alexandra Kotze, Director, Ramsey County Finance
Renee Vought, Deputy Director, Ramsey County Finance and R&E Joint Leadership Team (JLT)

ATTENDING REMOTELY

Joel Andersen, Zitlali Chavez Ayala, John Berns, Dave Brummel, Gary Bruns, Alison Cameron, Shannon Conk, Sheena Denny, Dan Donkers, Cate Duin, Rae Eden Frank, Jamie Giesen, Michelle Gin, Kris Hageman, Kelli Hall, Sam Hanson, Sam Holl, Sara Hollie, Filsan Ibrahim, Fatima Janati, Kevin Johnson, Katie Keller, Jennefer Klennert, Nate Klett, Juna Ly, Leslie Duling McCollam, Jennifer Nguyễn Moore, Jeff O'Donnell, Natasha Pearson, Minette Saulog, Ken Smith, Brandan Strickland, Darren Tobolt, Jeff Travis, Ryan Tritz, Margaret Vesel, Susan Young

CALL TO ORDER/APPROVAL OF THE AGENDA

Chair Reinhardt called the meeting to order at 11:00 a.m. The conduct of remote meeting statement was read. Introductions of participants in Maplewood and remote participants were made. A roll call of commissioners was conducted.

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

Motion carried 9-0. Roll Call vote:

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Miron, Ortega, Reinhardt, Weik

Nays: None

WORKSHOP PURPOSE

Michael Reed, Ramsey County and R&E JLT, introduced the purpose of the workshop. As a follow-up to the July 22, 2021, board meeting discussion about the Joint Activities Budget, the workshop reviewed the finance structure, policy direction and administrative policies that have been established by the R&E Board since 2016, identify any areas of change, understand the impacts of change, and provide direction to staff.

RECYCLING & ENERGY BOARD VISION AND DIRECTION

Reed reviewed the revised scope for resource management that began in 2015 and extends to 2028 and beyond, and the future of R&E Center materials (resources) recovered when new facility enhancements are completed.

KEY ISSUES TO ADDRESS

Reed highlighted budget and financial issues to be addressed in the workshop:

Budget Development

- Role of the Facility & Finance Committee in budget development
- Establishing budget objectives consistent with and supportive of county needs
- Board member participation in overall assessment of financial management practices

Financial Oversight

- County accounting and finance department participation; Ramsey County as fiscal agent

Budgets

- Connections between R&E's Joint Activities Budget and Facility Budget
- Use of unspent funds

R&E FINANCIAL AND BUDGET STRUCTURE REVIEW

Nikki Stewart, Washington County and R&E JLT, reviewed the R&E financial and budget structure.

R&E Board Budget Structure

- Joint Activities Budget - Funded by county contributions
- Facility Budget - Funded primarily by tipping fees
- Equipment, Maintenance & Replacement Budget (EM&R) - Funded primarily by recycling revenue and joint activities budget surplus.
- R&E Center Capital Improvements – Separate accounting, but part of the facility budget and includes funds from state bonding, loans from counties.

R&E Board Financial Structure Elements

- Governance - Legal documents and fundamental board policy
 - R&E Joint Powers Agreement
 - R&E Bylaws
 - R&E Fiscal Agent Agreement with Ramsey County
 - County Solid Waste Management Master Plans
- Policy
 - Joint Ramsey and Washington counties' boards May 6, 2016, discussion on strategic joint work through county waste plans
 - R&E Center Enhancements Financing Plan, August 2020
 - R&E Bylaw amendment for Enterprise Reserve Fund (ERF)
 - R&E Joint Powers Agreement amendment for ERF
- Administration
 - R&E Fiscal Agent (Ramsey County) policies
 - R&E financial policies (13)
 - R&E annual audit
 - R&E Financial Consulting Work Group, established in 2021

Interaction Between Joint Activities and Facility Budgets

Stewart described the R&E facility budget and R&E Joint Activities budgets include expenses that cover both Joint Activities programming and facility operations such as staffing, legal services, information technology (IT), waste technology evaluation, engineering services, R&E Center outreach and education and tours. JLT and staff prepare budgets for R&E Board with consideration of impacts of increasing tip fee at the R&E Center and impacts to residents and businesses.

R&E BUDGET AND FINANCIAL ISSUES FOR DISCUSSION – JLT RECOMMENDATIONS

Stewart presented JLT recommendations for R&E Board consideration.

R&E Budget Development

- Revise the budget process to allow for R&E Board review of budget objectives early in the budget year
- Provide time in the process for county board review of Joint Activities Budget prior to R&E Board adoption
- Amend the bylaws to push back the date for county approval of Joint Activities Budget to October 1
- Include orientation and review of R&E financial structure to new and existing R&E Board members, Facility & Finance Committee members

Financial Oversight

- R&E Board recognize the Financial Consulting Work Group as an appropriate oversight mechanism
 - Designated staff from respective finance departments, including administration budgeting if applicable
 - Meet regularly to discuss R&E budget development, annual financial statements and audit and budget status
- Revise the bylaws to eliminate the Ramsey County JLT Financial Liaison and replace with the Financial Consulting Work Group

- Maintain R&E Fiscal Agent agreement with Ramsey County for continued use of accounting systems

R&E Budgets

- During the setting of budget objectives, the R&E Board provides policy direction on balance between changes in R&E Center tipping fees and Joint Activities surplus funds
- Staff present quarterly budget updates with highlights of budget impact
- Transparency to community
 - R&E budgets with description available to public on website
 - Work with Finance Consulting Group to explore additional approaches

Chair Reinhardt invited discussion of recommendations.

Budget Development Recommendations

Commissioner McGuire asked if the budget will still go to the R&E Board for approval before going to county boards for approval. Stewart stated that the change will allow JLT to bring budgets to the R&E board earlier in the budget process and confirmed that the R&E Board will continue to approve the budget first.

Commissioner Johnson asked whether the process would allow county boards to review in advance so concerns can be addressed prior to R&E Board approval. Stewart confirmed that the intent is to build into the development process an opportunity for county board review in workshop format as needed and to bring that information back to the Facility & Finance Committee as part of the process. This allows for county concerns to be addressed before reaching the R&E Board for approval.

Commissioner Johnson requested clarification on whether the board is approving moving forward with these recommendations, or whether they will be brought to the board for a vote at the next meeting.

Chair Reinhardt said the recommendation to staff is to develop whatever actions need to be taken by the board, such as amending bylaws, based on the JLT recommendations. These items will come before the board in the future as actions as needed.

Commissioner Miron thanked Ramsey County and their services as the R&E fiscal agent.

Financial Oversight Recommendations

Commissioner Miron said he is supportive of the Financial Consulting Work Group approach, bringing in people beyond R&E joint activities and JLT to review the budget as it relates to the big picture within both counties.

Commissioner McGuire commented that the name of the Financial Consulting Work Group suggests an outside consultant and asked whether JLT might use a name that better reflects that it is not an outside organization.

Chair Reinhardt stated, as this group will replace the Ramsey County JLT Financial Liaison, the recommendation is the name reflect that it is a group which includes JLT and the two counties' financial representatives. Stewart stated JLT will continue work on the naming convention, which would be part of any bylaw amendment.

Budgets Recommendations

Chair Reinhardt stated that discussion of budgets had taken place within the context of budget development and given no further concerns or objections, the R&E board supports all JLT recommendations.

ADJOURN

Chair Reinhardt declared the meeting adjourned at 11:45 a.m.

ATTESTED TO:

Approved: _____
March 24, 2022

Approved: _____
March 24, 2022



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

R&E BOARD MEETING DATE:	March 24, 2022				AGENDA ITEM:	VI		
SUBJECT:	Consent Agenda							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team							

R&E BOARD ACTION REQUESTED:

Approval of consent agenda.

Consent agenda items:

- Transportation Services Contract
- Aluminum Trailer Purchase Contract
- Tire Retread Contract
- Truckload Services RFP

ATTACHMENTS:

1. Draft resolution



RESOLUTION R&EB-2022-04

WHEREAS, The Ramsey/Washington Recycling & Energy Board ("R&E Board") is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated November 19, 2019, ("Joint Powers Agreement"); and

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

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

WHEREAS, The R&E Board has a need to contract with transportation companies to transport waste from transfer stations to the R&E Center; refuse-derived fuel from the R&E Center to energy facilities; ferrous metal from the R&E Center to metals recycling companies; and bulky waste residue and process residue from the R&E Center to landfills; and

WHEREAS, Ramsey/Washington Recycling & Energy has an ongoing need for recapped tires for trailers and tractors at the R&E Center, outbound transportation services, and aluminum trailers to support the food scraps pickup program. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the following upon approval as to form by the Ramsey and Washington county attorneys:

1. Authorization for the Joint Leadership Team (JLT) to issue Requests for Proposals (RFP) for outbound and inbound truckload services in accordance with R&E Board's procurement guidelines, and to return to the R&E Board with a recommendation for selection of vendors and agreements for consideration.
2. An agreement between R&E Board and Pomp's Tire Services, Inc. for repair and replacement tire services for the period of April 1, 2022, through March 31, 2023, with the option of four one-year renewals and authorize the Chair to execute the agreement.
3. An agreement for outbound truckload services between R&E Board and Bay and Bay Transfer Co. Inc, with a term of execution through December 31, 2022.
4. An agreement between the R&E Board and North American Trailer, Ltd. for aluminum trailers, not to exceed \$242,748.82 and authorize the Chair to execute the agreement.

Victoria Reinhardt, Board Chair
March 24, 2022

Attest
March 24, 2022



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

R&E BOARD MEETING DATE:	March 24, 2022			AGENDA ITEM:	IV.a			
SUBJECT:	Transportation Services Contract							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

1. Approve the Agreement for outbound truckload services between R&E Board and Bay & Bay Transfer Co. Inc., with a term of execution through December 31, 2022.
2. Authorize the Chair of the R&E Board to execute the Agreement upon approval as to form by the County Attorney.

EXECUTIVE SUMMARY:

The R&E Board will also be taking action at this March 24 meeting on a truckload services RFP for a service contract to replace the existing five-year contract that expires end of 2022. Single source contracts with Bay & Bay Transfer Co. Inc. is needed in the interim to alleviate current industry-wide driver shortage among current R&E contracted providers.

Type of Agreement:	Supplies, Equipment, Materials, Labor
Purpose of Agreement:	Transport refuse-derived fuel (RDF) from the Recycling & Energy Center (R&E Center) to the Xcel plant in Red Wing.
Term:	Execution through December 31, 2022
Type of Solicitation:	Vendor selected as a result of single source authority: The service offered by the contractor is necessary for timely completion of a program or project and for which competition would have a significant adverse impact on the program or project, including, but not limited to, project delays. R&E Center’s current transportation providers have struggled with consistent staffing levels during the past two years. Adding Bay & Bay Transfer Co. will allow the R&E Center to meet scheduled deliveries to Xcel power plants. A request for proposals for all inbound and outbound transportation services for the R&E Center will be completed in 2022 for contracts effective January 1, 2023.

SUBJECT: *Transportation Services Contract*

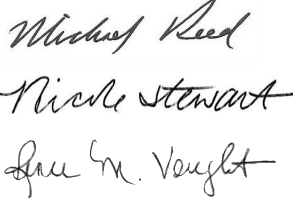


Other:	The total costs for all vendors in 2021 for outbound truckload services was \$4,548,171 and is estimated to be \$4,832,603 in 2022. Agreement with Bay & Bay Transfer Co. has an estimated spend of \$170,000 through December 31, 2022.
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ATTACHMENTS:

1. Draft Agreement with Bay & Bay Transfer Co. Inc.

FINANCIAL IMPLICATIONS:

Services are estimated to be \$170,000 through the end of 2022, and funding is available in the 2022 approved Facility Budget.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM		3/18/22
RAMSEY COUNTY ATTORNEY		3/19/22
WASHINGTON COUNTY ATTORNEY		3/19/22



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

Ramsey/Washington Recycling & Energy Board

Contract Number: RESFA-001551

Contractor Name: Bay and Bay Transfer Co., Inc.

Vendor ID:

CERT SBE SVN:

Department: Facility

Contract Authority/Resolution: Resolution

Resolution #: R&EB 2022-XX

Good/Service Type: SEML

Contract Description: outbound transportation services

Contract Type: As requested/rate setting

Not To Exceed Amount: n/a

Funding Notes:

Original Contract Begin Date: Execution

Contract End Date: December 31, 2022

Comments:

Bay & Bay Transfer Co., Inc will provide outbound transportation services from Newport to Red Wing.

Single Source authority is justified for entering into this contract based on the following: The service offered by the contractor is necessary for timely completion of a program or project and for which competition would have a significant adverse impact on the program or project, including, but not limited to, project delays.



RAMSEY/WASHINGTON
RECYCLING & ENERGY
CONNECTING VALUE TO WASTE

Agreement Between Ramsey/Washington Recycling & Energy Board and Bay & Bay Transfer Co., Inc.

THIS AGREEMENT made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as the “R&E”, and Bay & Bay Transfer Co., Inc. with its principal place of business at 2905 West Service Road, Eagan, Minnesota 55121, hereinafter referred to as the “Contractor” or “Vendor”.

1. Definitions

Ramsey/Washington Recycling and Energy Board - or “R&E” shall mean the joint powers board created by Ramsey and Washington Counties that owns the Recycling & Energy Center.

Recycling and Energy Center - or “R&E Center” shall mean the resource recovery facility owned by R&E located at 100 Red Rock Road, Newport MN 55055.

RDF - The term “RDF” (Refuse Derived Fuel) is a fuel produced from Waste by the R&E Center.

Bulky Waste Residue – or “BWR” shall mean the waste that is not suitable for processing into RDF as delivered and is shredded for acceptance in the R&E Center’s RDF lines or is transported to a permitted landfill for disposal.

Process Residue- or “Residue” shall mean waste materials that do not become RDF through processing the waste and is transported to a landfill.

Ferrous- Steel and iron separated from waste during processing and transported for recycling.

GRE Facility - The term “GRE Facility” shall mean the waste-to-energy electric generation facility owned by Great River Energy and located in Elk River, Minnesota.

RDF - The term “RDF” (Refuse Derived Fuel) is a fuel produced from Waste by the R&E Center.

Red Wing Facility - The term “Red Wing Facility” shall mean the electric generation facility owned by Xcel Energy and located in Red Wing, Minnesota.

Tractors - The term “Tractors” shall mean an over the road truck with a fifth-wheel that is intended to transport loaded trailers.

Trailers - The term “Trailers” shall mean semi-trailers designed to be hauled over roadways by detachable highway Tractors. Trailers shall include, but are not limited to, the following:

- a) R&E Board-owned, enclosed steel and aluminum Trailers.

- b) R&E Board-owned, open top trailers equipped with covers that may be extended over the top of the Trailer to completely cover any materials carried on the Trailer

Transportation Services - The term "Transportation Services" shall have the meaning ascribed to it in the Scope of Services below.

Waste - The term "Waste" shall mean solid and semi-solid waste including, but not limited to, garbage, rubbish, construction and demolition debris, ferrous and nonferrous materials, residue from waste processing and certain other unprocessable waste.

Wilmarth Facility - The term "Wilmarth Facility" shall mean the electric generation facility owned by Xcel Energy located in Mankato, Minnesota.

2. Term

The term of the Agreement shall be through December 31, 2022.

3. Cost/Payment

- a) R&E shall pay the Contractor at the rates specified in Exhibit A attached hereto and incorporated herein.
- b) Contractor shall provide an itemized invoice weekly.
- c) If applicable, invoices shall show applicable Minnesota sales tax of 6.875% separately.
- d) No payment will be made until the invoice has been approved by R&E.
- e) R&E shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, R&E will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, R&E will make payment within thirty (30) days of the corrected invoice.
- f) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.
- g) The Contractor shall email invoices to R&E Center – Supply Chain Coordinator.

4. Contractor Obligations

Contractor shall:

- a) Transport RDF, Ferrous, BWR, and/or Residue which R&E tenders to the Contractor from the R&E Center to one or more of the Transportation Lanes listed in Exhibit A (collectively, the "Transportation Services").
- b) In performing the Transportation Services, the Contractor shall:
 - i. Furnish all Tractors and drivers required to perform the Transportation Services pursuant to the terms of the Agreement. Tractors shall be equipped with the following:
 - maximum "forty-nine inch fifth wheel height"

- hydraulic wet kit system with the hydraulic pump set at thirty gallons per minute with a three thousand psi relief
 - minimum 50-gallon hydraulic tank that uses hydraulic fluid that meets or exceeds the specifications required by R&E: Petro – Canada Hydrex MV 32 or equivalent.
 - a maximum eighteen thousand five hundred (18,500) tare weight.
- ii. Keep such Tractors, at all times during the term of the Agreement, operational and in good repair. Contactor shall furnish license plates and all registration certificates required for such Tractors by the State of Minnesota.
 - iii. Operate and repair the Tractors at Contractor’s sole cost and expense.
 - iv. Perform the Transportation Services hereunder in accordance with all applicable laws and regulations.
 - v. Be available to provide the Transportation Services on a “24/7/365” basis if necessary.
 - vi. Conform to all applicable Federal, State and locally mandated safety standards and practices as well as R&E Board’s safety standards and practices (which will be provided to Contractor by R&E Board) including, but not limited to, the installation of audible reverse signal alarms on all vehicles used on the R&E Center premises and the use of proper footwear and safety equipment (including hard hats and reflective vests or clothing).
 - vii. While on R&E Center premises, maintain a 15 mph speed or less and obey all rules and traffic signals.
 - viii. Pick up Trailers loaded at specified destinations hereunder designated by R&E, per Exhibit A, and attach them to the Tractors.
 - ix. Perform pre-trip and post-trip inspection in accordance with DOT regulations.
 - x. Transport and deliver all RDF and Waste received to the destinations specified.
 - xi. Before leaving the R&E Center, confirm that all Trailer doors and/or covers are secure and that no materials are hanging off the back of Trailers.
 - xii. Upon arrival at GRE Facility, Wilmarth Facility or Red Wing Facility (a) drop off the Trailer and bills of lading at the receiving station and pick up an empty Trailer for return; (b) connect and disconnect hydraulic hoses, open valves, turn switches on/off and clean off rear of Trailer as required; or (c) unload Trailers in designated areas and clean and re-secure Trailer doors before leaving the facility. RDF deliveries shall be made in accordance with procedures listed in Exhibit B: Xcel Energy Facility Delivery Procedures and Exhibit C: GRE Elk River Facility Delivery Procedures.

- xiii. Landfill deliveries shall be made in accordance with procedures listed in Exhibit D: Landfill Delivery Procedures.
- xiv. Immediately return all empty Trailers to the R&E Center unless otherwise agreed to in advance by both parties.
- xv. Upon arrival at the R&E Center, stage the Trailers in designated areas.
- xvi. Obtain bills of lading and delivery receipts from R&E Board, properly signed and dated for each load transported hereunder by Contractor.
- xvii. In the event any of the RDF, BWR, residue, or ferrous materials or Waste is spilled by the Contractor at any facility, public roadway or any other public or private location, the Contractor shall immediately clean up any spillage in accordance with all applicable laws, rules and regulations at no cost to R&E. If R&E determines that Contractor has not immediately cleaned up any such spillage caused by the Contractor, R&E shall notify the Contractor specifying the type and location of spillage. The Contractor shall be required to clean up the spillage specified in such written notification within twenty-four (24) hours after Contractor's receipt of the written notification from R&E Board. If the Contractor does not clean up any spillage within the time period allowed, R&E may, at its option, perform the required clean up and deduct all costs incurred for such cleanup from the Contractor's invoice.
- xviii. Perform pre-trip inspections and report any damage to Trailers to the R&E Center immediately. Trailer damage not reported immediately will be considered the fault of the Contractor.
- xix. Contractor shall provide repair to R&E Board-owned Trailers at no cost to R&E if trailers are damaged during the transport of loads. Damage that occurs during the transport of loads shall be reported to the R&E Center immediately.

5. Audits, Reports, Records and Monitoring Procedures

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) 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 reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

6. 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 Board.

7. Possession of Firearms on R&E Board 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 Board 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.

8. Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Chap.13, as amended and Rules implementing the Act. The contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the contractor.

9. Nondiscrimination

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General R&E Board policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

10. Indemnity

The Contractor agrees it will defend, indemnify and hold harmless R&E, its officers and employees against any and all liability, loss, costs, damages, and expenses which R&E, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor, its officers, employees, agents or independent contractors/subcontractors in the performance of this agreement. The Contractor shall hold and save R&E and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by R&E.

11. Insurance Requirements

The Contractor and its subcontractors or independent contractors agree that in order to protect itself, as well as R&E, 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 in the minimum limits specified:

- Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the \$5,000,000 per occurrence. R&E Board, its officials, employees, and agents and NSP shall be added to the policy as additional insured on a primary basis with respect to the ongoing and completed operations of the Contractor
- Commercial Automobile Liability coverage with combined single limits of not less than \$5,000,000. Policy will include coverage for liability while the Trailers are attached to the tractors. Policy will be endorsed to cover sudden and accidental pollution including environmental damage and environmental restoration
- Worker's Compensation in statutory amount and Employers liability in the amount of \$1,000,000.

An umbrella or excess policy over the primary liability insurance coverages is an acceptable method to provide the required insurance limits.

R&E Board shall not be liable to the Contractor for any damage sustained by or to the equipment owned by the Contractor, its agents, employees or subcontractors in the transportation service contemplated by this Agreement unless due to R&E's gross negligence. Furthermore, the Contractor shall be liable to R&E Board for all losses sustained by R&E Board resulting from damage to any Trailer while being so used, provided such damages shall be limited to the fair market value of such Trailer.

Prior to the effective date of this Agreement, the Contractor 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 Contractor shall insure that the certificate of insurance provided to R&E will at all times be current. The parties agree that failure by the Contractor 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, or not renewed without thirty day's notice thereof to R&E.

12. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of R&E for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with R&E and shall not be considered employees of R&E.

Neither the Vendor nor its employees will at any time be construed to be employees of R&E. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

13. Subcontracting and Assignment

Contractor shall not enter into any subcontract for performance of any services contemplated under this agreement nor novate or assign any interest in the agreement without the prior written approval of R&E. Any assignment or novation may be made subject to such conditions and provisions as R&E may impose. Any subcontract entered into for performance of any services under this agreement shall have a provision conditioning the award of the subcontract on approval by R&E. Contractor must warrant that all Sub-Contractors have valid Commercial Driver's Licenses and that drivers meet Contractor's and Sub-Contractor's insurance carrier underwriting criteria.

14. 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.

15. 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.

16. 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 RFQ and contract shall be considered a material breach and shall be cause for be immediate termination by R&E Board. 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 Board'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 Board.

17. 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.

13. 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.

Strikes or other such labor disputes shall not be considered a cause beyond reasonable control, unless such strike or labor dispute involves persons with whom the Contractor or R&E Board have no employment relationship, and the Contractor or R&E Board cannot, using its best efforts, obtain substitute performance.

14. 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.

15. 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.

16. 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

Bay & Bay Transfer Co.

RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:

By: _____

By: _____
R&E Board Chair

Date: _____

Date: _____

Title: _____

Recommended By Joint Leadership Team:

By: _____
Nicole Stewart, Washington County

Date: _____

By: _____
Michael Reed, Ramsey County

Date: _____

By: _____
Renee Vought, Ramsey County Finance

Date: _____

Approved As To Form:

By: _____
Assistant County Attorney

Date: _____

Reviewed by: _____

Reviewed by: _____

Reviewed by: _____

SUBJECT: Transportation Services Contract Draft Agreement Bay and Bay
Exhibit A – B&B Transfer Co. Outbound Truckload Services Rates
Effective through December 31, 2022

Transportation Lane – Round Trip	Miles	MPG	GPL*	Base
R&E Center to Red Wing (and back)	80	5.5	14.55	\$170.00

*GPL = Gallons per Leg based on the round trip miles listed above and 5.5 miles per gallon for the tractor.

**Beginning in 2019, the R&E Board shall adjust the Base Rate annually by the percentage increase or decrease in the Consumer Price Index, All Urban Consumers (CPI-U), Midwest Region, for the immediately preceding year ending on October 31st: <https://www.bls.gov/regions/midwest/cpi-summary/ro5xg01a.htm>.

In addition to the Base Rate for each “Leg” completed, the R&E Board shall pay to the Vendor a fuel charge determined by multiplying the “Gallons per Leg” amount specified above by a “Fuel Charge Amount” based on the weekly published Department of Energy (DOE) Midwest Diesel Fuel price index: <https://www.eia.gov/petroleum/gasdiesel/>.

Detention Time Rate	Hourly Rate
Detention Time	\$40.88

The “Detention Time” or hourly charge for wait time at a facility above and beyond an initial 30-minute wait. This shall be paid to Contractor by 30-minute increments.



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

R&E BOARD MEETING DATE:	March 24, 2022			AGENDA ITEM:	IV.b			
SUBJECT:	Aluminum Trailer Purchase Contract							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

1. Approve the agreement between the R&E Board and North American Trailer, Ltd. for aluminum trailers not to exceed \$242,748.82.
2. Authorize the Chair to execute the agreement upon approval as to form by the County Attorney.

EXECUTIVE SUMMARY:

Type of Agreement:	Supplies and Equipment
Purpose of Agreement:	R&E needs 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, non-processible bulky waste, municipal solid waste and organic waste contained inside durable compostable bags (DCBs) that will be managed at the R&E Center starting in late 2022.
Term:	Upon execution to December 31, 2022.
Type of Solicitation:	Vendor selected as a result of single source authority: The equipment offered by the contractor is necessary for timely completion of a program or project and for which competition would have a significant adverse impact on the program or project, including, but not limited to, project delays. R&E did attempt to secure a vendor through a competitive RFB and received two responses. One response was deemed non-responsive because the vendor couldn't provide all-inclusive pricing and delayed proposed delivery dates would have an adverse impact on facility operations. The second proposer was North American Trailer, Ltd., but

SUBJECT: Aluminum Trailer Purchase Contract

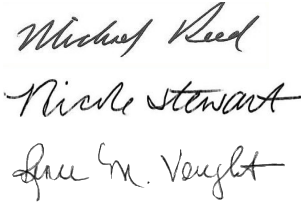


	due to uncontrollable and unmitigable price increases resulting from their suppliers they needed to withdraw their response.
Other:	Cost is \$242,748.82 for two aluminum trailers.

ATTACHMENTS:

1. Draft Agreement with North American Trailer, Ltd.

FINANCIAL IMPLICATIONS:

\$234,446.08 is available in the 2022 approved Facility Budget for aluminum trailers.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM		3/18/22
RAMSEY COUNTY ATTORNEY		3/19/22
WASHINGTON COUNTY ATTORNEY		3/19/22



Ramsey/Washington Recycling & Energy Board

Contract Number: RESFA001553

Contractor Name: North American Trailer Sales
Vendor ID: 208082
CERT SBE SVN:

Department: Facility

Contract Authority/Resolution: Resolution
Resolution #: R&EB 2022-

Good/Service Type: SEML

Contract Description: Aluminum Trailer Purchase

Contract Type: Fixed Price

Fixed Price Amount: \$242,748.82

Funding Notes:

Original Contract Begin Date: Execution
Contract End Date: December 31, 2022

Comments:

Vendor will provide two aluminum trailers needed for resource recovery activities. The materials to be transported include, but are not limited to, non-processible bulky waste, municipal solid waste and organic waste contained inside durable compostable bags (DCBs) that will be managed at the R&E Center starting in late 2022.

Single Source authority is justified for this purchase based on the following: The equipment offered by the contractor is necessary for timely completion of a program or project and for which competition would have a significant adverse impact on the program or project, including, but not limited to, project delays.



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

Agreement Between Ramsey/Washington Recycling & Energy Board and North American Trailer, Ltd.

THIS AGREEMENT made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as the “R&E Board”, and North American Trailer, Ltd. with its principal place of business at 11015 Clark Road, Inver Grove Heights, MN 55077 hereinafter referred to as the “Contractor” or “Vendor”.

1. Term

The term of the Agreement shall be upon execution through December 31, 2022.

2. Cost/Payment

- a) The R&E Board shall pay the Contractor an all inclusive price of \$242,748.82, which includes the cost of all design, supplies, equipment, material, labor, warranty and training to furnish and deliver two 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.
- b) Contract renewals and changes to pricing shall be made by written agreement.
- c) Invoices shall show applicable sales tax separately.
- d) No payment will be made until the invoice has been approved by the R&E Board.
- e) The R&E Board shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, the R&E Board will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, the R&E Board will make payment within thirty (30) days of the corrected invoice.
- f) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.
- g) The Contractor shall email invoices to R&E Center – Supply Chain Coordinator, currently sandy.koger@recyclingandenergy.org.

3. Scope of Services

Contractor shall:

- a) Furnish supplies and services for the R&E Board per the specifications in Exhibit A, Specification Requirements for Aluminum Trailers, attached hereto and incorporated herein.
- b) Delivery to the Recycling & Energy Center at the following address: 100 Red Rock Road, Newport, MN 55055.

- c) The supplies and services furnished under this Agreement is guaranteed against any defect due to faulty material or workmanship. Such defects will be replaced by the Contractor with no additional cost to the R&E Board.
- d) Purchase terms and conditions listed in Attachment A and warranty terms in Attachment A are incorporated by reference.

4. Audits, Reports, Records and Monitoring Procedures

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) Agree that the R&E Board, 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 reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minn. Stat. § 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

5. Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Ch. 13, as amended and Rules implementing the Act. The contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the contractor.

6. Nondiscrimination

Pursuant to Minn. Stat. Ch. 364 and Minn. Stat. § 181.59 and General R&E Board policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

7. Indemnity and Insurance

a) Indemnity - The Vendor does hereby agree that it will defend, indemnify, and hold harmless the R&E Board, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the R&E Board may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.

b) Insurance - The Vendor does further agree that in order to protect itself, as well as the R&E Board, it will at all times during the term of the Agreement have and keep in force:

- i. Commercial General Liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability. The R&E Board, its agents, officers, and

employees 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, and solely as respects liability arising out of WTW's operations or work being performed in connection with this agreement. Waiver of subrogation is required.

- ii. If the Contractor is driving on behalf of R&E as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit Auto Liability, including hired, and non-owned vehicles. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis. Waiver of subrogation is required.
- iii. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. All Certificates of Insurance must indicate that policies may not be non-renewed or cancelled unless best endeavors are used to provide Thirty (30) days advance written notice to R&E Board. Best endeavors will be used to provide Thirty (30) days notice for non-payment of premium.

In the event that claims or lawsuits shall arise jointly against the Vendor and the R&E Board, and the R&E Board elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the R&E Board.

8. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of the R&E Board for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the R&E Board and shall not be considered employees of the R&E Board.

Neither the Vendor nor its employees will at any time be construed to be employees of the R&E Board. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

9. Subcontracting and Assignment

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of the R&E Board. Any assignment or novation may be made subject to such conditions and provisions as the R&E Board may impose. If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

10. 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 Board and the Contractor shall not require written approval.

11. 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.

12. Contractor Debarment, Suspension, and Responsibility

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

13. Termination

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

If the Contractor violates any material terms or conditions of this Agreement the R&E Board may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) 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 seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

The R&E Board may terminate this Agreement without cause upon giving at least thirty (30) calendar day's 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.

14. 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.

15. Warranty

Seller warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship under normal use and proper maintenance for a period of twelve (12) months from date of shipment. If within such period any such products shall be proved to Seller's reasonable satisfaction to be defective, such products shall be repaired or replaced at Seller's option. Seller's obligation and Buyer's exclusive remedy hereunder shall be limited to such repair and replacement and shall be conditioned upon Seller's receiving written notice of any alleged defect no later than ten (10) days after its discovery within the warranty period and, at Seller's option, the return of such products to Seller, f.o.b. its factory, when such return is feasible. Seller reserves the right to satisfy its warranty obligation in full by reimbursing Buyer for all payments it makes hereunder, and Buyer shall thereupon return the products to Seller. Seller shall have the right to remedy such defects. Seller makes no warranty with respect to wear or use items such as belts, chains, sprockets, discs and coils all which are sold strictly AS IS, and controls, accessories, or components not manufactured by Seller, which are warranted only to the extent, if any, of the manufacturer's warranty for such controls, accessories, or components.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, and in no event shall Seller be liable for claims (based upon breach of express or implied warranty, negligence, product liability, or otherwise) for any other damages, whether direct, immediate, incidental, foreseeable, consequential, or special.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

North American Trailer, LTD.

RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:

By: _____

By: _____
R&E Board Chair

Date: _____

Date: _____

Title: _____

Recommended By Joint Leadership Team:

By: _____
Nicole Stewart, Washington County

Date: _____

By: _____
Michael Reed, Ramsey County

Date: _____

By: _____
Renee Vought, Ramsey County Finance

Date: _____

Approved As To Form:

By: _____
Assistant County Attorney

Date: _____

Reviewed by: _____

Reviewed by: _____

Reviewed by: _____

Specification Requirements for Aluminum Trailers

1.0 PURPOSE

The purpose of this Attachment is to provide sufficient specification requirement information for a suitable qualified Contractors to furnish transfer trailers to transport materials associated with the R&E Center. These materials will include, but not be limited to, the following: organic waste contained inside durable compostable bags (DCBs) and non-processible bulky waste. “Suitably qualified” means that the Contractor shall be able to demonstrate satisfactory performance of the offered, or similar, equipment in a comparable application to the satisfaction of R&E.

R&E intends to purchase two (2) trailers to allow for one to be in transit while the other is positioned to be loaded with material within the R&E Center.

1.1 Project Background

R&E is implementing a waste service for Ramsey and Washington County residents to collect their organic materials into a provided durable compostable bag (DCB) for placement within their municipal solid waste (MSW) trash cart. 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. The DCBs are used to collect and separate organic material from within the general MSW stream. The collected DCBs (and associated residual organics) will be stored in a separate, designated location for transfer to a licensed organic waste composting facility or anaerobic digestion facility. The R&E will purchase up to two (2) trailers for transport of the DCBs from the R&E Center to a compost facility or anaerobic digestion facility located within or near the Twin Cities Metro Area (TCMA).

1.2 Scope of Supply

Exhibit A is not intended to be restrictive. An approved equal may be proposed but shall be approved by R&E. Alternate transfer trailers may be submitted as equal to the specified equipment. The burden of proof of equality shall be the responsibility of the Contractor.

1. R&E reserves the right, throughout the term of the contract, to purchase an additional number of trailers.
2. The Contractor shall bid aluminum panel smooth side moving floor trailers.
3. The total scope of the contract shall include design, supply, and delivery and performance warranties for the specified equipment. The Contractor shall furnish complete transfer trailer, including:
 - Self-unloading trailers capable of load/unload organic waste contained within DCBs or non-processible bulky waste.
 - Maintenance instructions/manuals
 - Assembly and Structural Drawings
 - Recommended spare parts list and pricing
 - Surface preparation and painting
 - Initial fill and operating fluids and lubricants



- 4. External hydraulic wet packs for moving floor operation will be provided by R&E.

2.0 PERFORMANCE SPECIFICATIONS

2.1 General Description

The transfer trailers will be used to transport organic waste materials from the processing facility, located in Newport, Minnesota to a TCMA compost facility, anaerobic digestion facility or landfill (non-processible waste). These trailers will be required to travel on paved highways as well as unpaved surfaces, such as solid waste facilities.

2.2 Operating Requirements

The transfer trailers will be top loaded by means of a conveyor or loader. The trailers shall have a full-size rear door for unloading purposes.

The trailers shall be constructed of aluminum. The transfer trailers shall meet all the requirements for maintaining maximum payload in the State of Minnesota. The trailers shall also conform to all Federal Department of Transportation regulations.

The trailers shall be of the moving floor design for self-unloading (**HALLCO ONLY**). All trailers shall be equipped with the necessary hardware and components such as hydraulic cylinders and directional valves to operate the unloading system. The unloading system shall be compatible with a hydraulic wet pack (by the R&E) which operates at 3,000-PSI pressure and a flow of 30 GPM. The trailers shall be capable of off-loading the materials being transported in temperatures of (-) 40 to (+) 100 degrees Fahrenheit with no difficulty.

2.3 Detail Guide

The construction of this equipment shall conform to the requirements as outlined in this Attachment. All furnished equipment shall meet OSHA standards. All hydraulic piping shall be stainless steel seamless pipe, socket welded throughout. All trailers to be Minnesota State DOT certified and licensed prior to delivery.

2.4 Specified Requirements

Target Weight

Not to Exceed 20,500 pounds (lbs.)

108 cubic yard (cy) minimum

Target Height

13'6"

Target Length

45'0"

Maximum Width

8'0"



Axles

Two 22,500 lb 71.5 IN. Meritor 5/8" WALL TP w/ 49" spacing. Hutchens cast spring ride 3 leaf suspension. Axles are placed such that the rear of the rear most tire is a minimum of 12" forward from the rear of the trailer.

The Hutchens 9700 series is available in cast or fabricated components, and either is acceptable.

Tires

Michelin XZE-2 11Rx 22.5

Rims

Steel HP 22.5 x 8.25 10 hole white powder coated

Brakes

16-1/2" by 7" Rockwell full air with quick disconnect couplers mounted at the front of trailer (must comply with all DOT requirements). Brake adjusters shall be self-adjusting. ABS braking system (Meritor/Wabco) shall be a four-sensor system. (No gunnite products)

Hub/Drum

(4) cast w/steel hub 10 stud tp,ss,7" Hubodometer mounted driver side front - Stemco

King Pin

SAE standard king pin, 36" from front. All trailers shall have a full width trailer front fifth wheel protection plate.

Landing Gear

Heavy Duty, 2-speed crank types Holland Mark 5, crank mounted on driver side. 200,000-lbs. static load capacity with cushion foot sand pad. Landing gear shall include a 4-inch O.D schedule 80 pipe installed inside the legs. The landing gear is to be located 33'0" from the rear of the trailers and have a 72" centerline spacing. The landing gear shall have heavy duty bracing for multiple use.

Lights

Truck lite L.E.D. lights (rear lights to be suitably protected to prevent breakage). All lights must meet D.O.T. requirements and regulations.

Trailer Connections - A flush mounted access panel with minimum dimensions of 23-inches (H) by 32-inches (W) shall be installed at the front of the trailer with airline and electrical connections flush mounted to the face of the access panel. Panel design must be approved by R&E.

Mud Flaps

Standard rubber composition at rear.

Paint

Any steel structure will be blasted to SPS-6, have 2-part epoxy primer of 3-4 mils with an epoxy topcoat of 3-4 mils in black.



Galvanization at a weldment is acceptable.

Ejection System

Hydraulically operated and compatible with a wet pack operation at 3,000 PSI pressure and 30 GPM flow. Two duplicate sets of male Pioneer 4010-6P quick disconnect couplers mounted at the front of the trailer. The moving floor shall be a Hallco i-4000 series ejection floor system with 3/8 aluminum slats. All but one of the deck slats shall include one full length 7/8" (.875") tall by 1" overlapping ridge with HDPE deck slat seal installed. The remaining deck slat will have no overlapping ridge or seal. The side trim of the trailer will create the final seal with the remaining deck slat.

Body

Aluminum smooth side/ panels landfill tolerant design on both trailer frame and body. Either horizontal or vertical panels are acceptable. Interior panel shall be thicker than exterior panel. Recommendations from the Contractor will be reviewed to achieve maximum strength while meeting weight requirements.

Current floor member cross spacing design is an I-beam that is 5-1/4" tall with 3/8" thick web and flanges. Each I-beam is located 14" on center for the entire length of the trailer. This "or approved equal" is acceptable.

The rearmost 10 feet of the trailer shall have a 3/16" interior aluminum overlay for the entire interior height of the trailer. The aluminum overlay shall be attached with a continuous weld for the entire overlay (stitch welding is not acceptable).

A vent shall be provided in the front of the trailer to provide a sight port at tractor window level to enable driver to watch the progress of the unloading sequence.

A non-stick surface shall be added to the front slope shield to aid in self- cleaning and freeze prevention. This surface shall be 3/8" UHMW plastic or equal.

Manufacturer's mark or logo, if applied to the trailer body, must be integrated into the finish.

Tarping System

Each open top trailer shall include a tarping system. One trailer shall be fitted with a Shur-Co 4500 series HD electric roll tarping system and one trailer shall be fitted with an Aero The Lid 2 hydraulic flip tarp system.

Door

A mechanism shall be provided for unlatching the rear doors from the driver side. The handle for unlatching the rear door shall be approximately 2-4 feet from the rear of the trailer and a minimum 1-inch schedule 40 steel rod shall be used to connect the handle to the door mechanism. The door handle shall be located such that the operator is within four (4) feet of the rear of the trailer accessing the handle operating the door.



Door shall use “U-bolt” latches. Door mechanisms shall be on the exterior of the trailer body panels. A method of adjusting door closure shall be provided. Doors must rest flush against trailer wall when open. Hinge design must be approved by R&E. Each hinge pin shall be stainless steel. No brass bushings. Each hinge requires a minimum of two (2) tapped grease zirks, and the hinge bore shall be 0.005” larger than the hinge pin diameter.

All mechanisms used to close or latch doors shall be located on the exterior of the trailer body panels.

The hinge design must allow door to rest flush against trailer side wall when open.

Hinge design must use individual hinge pins at each hinge (single rod through all hinges is not acceptable).

The front access door hinge shall be located on the bottom and shall be a minimum of 10 gauge with 3/8” pin (piano hinges will not be acceptable). A site visit to observe the existing trailer doors is encouraged.

Maximum Unloading Time

The trailers unloading system shall require no more than 10 minutes to fully unload a trailer at 3,000 PSI and 30 GPM flow. Curves of unloading time vs. pressure shall be provided with bid.

Decal

All trailers will be provided with a “Caution-This trailer makes wide turns” decal affixed to the rear door on the passenger side.

Miscellaneous

All trailers shall be provided with a backing bell mounted to the passenger side front axle.

3.0 PERFORMANCE

The Contractor shall provide sufficient data with the bid to assure R&E that trailer of the type and style furnished by the Contractor have a minimum life of seven (7) years normal landfill and/or over-the-road usage and have demonstrated such capabilities. The trailers may be used seven (7) days per week and twenty-four (24) hours per day.

The Contractor shall guarantee the trailer performance as specified for a period of two years (24 months) to commence upon delivery of the complete order to the R&E Center.

It shall be understood that normal trailer operation shall include top loading materials (organics or non-processible waste) on a high frequency basis with sufficient quantities of material to obtain a gross vehicle weight of 80,000 pounds while still maintaining legal rear axle weights. Furthermore, fully loaded trailers shall be operated in landfills or composting operations on a continuous basis.

The Contractor guarantee shall address the following elements:

- A. Corrective Maintenance



If any individual trailer supplied under the resulting contract requires corrective maintenance and if the root cause of the problem to be corrected is traceable to the trailer Contractor (design, materials, fabrication, workmanship or sub-components), then the Contractor shall, at the Contractor's expense and at the Contractor's choice, perform corrective maintenance or replace the trailer requiring corrective maintenance.

B. Routine Maintenance

In support of this guarantee the Contractor shall provide information on expected maintenance which details schedules, material consumables and labor requirement.

If any individual trailer supplied under the resulting contract requires an abnormally high amount of routine maintenance, defined as 150% of the expected maintenance based on the contractor's maintenance schedule, then the Contractor shall, at the Contractor's expense and at the Contractor's choice, either:

Perform the routine maintenance above and beyond that which is normally expected and provide temporary and compatible replacement trailers of equal or greater capacity while those trailers are awaiting or are receiving maintenance.

-OR- Reimburse R&E for all routine maintenance above and beyond that which is normally expected.

4.0 EQUIPMENT WARRANTY

4.1 Comprehensive Warranty

The Contractor warrants that the work will be as specified and will be free from defects in design, workmanship, and materials. If within the warranty period the materials or equipment fails to meet the provisions of this warranty, the Contractor shall promptly correct any defects, including non-conformance with the specification, by adjustment, repair or replacement of all defective parts or materials without additional cost to R&E.

Unless otherwise specified, the warranty period shall extend a period of two years (24 months) from the date of complete delivery of the equipment to the R&E Center.

Any deviations from the above conditions must be specifically declared in writing with the Contractor's bid.

4.2 Performance Warranty

The equipment shall be tested by R&E at least once within the first six (6) months after delivery of the equipment. The test will run for ten (10) loads over fifteen (15) consecutive days. The equipment shall meet the following criteria:

- No structural integrity damage.
- No mechanical operational problems.
- Unloading time stated in proposal with minimal carryback of material.
- Stated payloads.



4.3 Submissions After Receipt of Contract

After award of the contract, the Contractor shall furnish eight (8) copies of the following documents to the operations staff of R&E in accordance with the agreed-upon schedule:

- Operations Manual
- Maintenance and Lubrication Manual
- Emergency Procedures
- Wiring Diagrams
- Electrical Schematics
- Piping Schematics
- General Arrangements and Assembly and Structural
- OSHA Certification

5.0 SUPPLEMENTAL PROVISIONS

5.1 Shipment and Storage

All spare parts and unattached material shall be suitable crated, boxed, equipped with handling fixtures, or otherwise prepared for shipment to prevent damage during shipment and handling. Each box or crate shall contain a detailed packing list. The weight of each component or container shall be stamped on the outside of the container along with R&E's address and contract number. All openings shall be properly protected to prevent the entrance of dirt or debris. Suitable weatherproofing shall adequately protect all parts, which may be exposed to the weather. It shall be the responsibility of the Contractor to take any other precaution required to reasonably ensuring job site arrival of the equipment in an undamaged and satisfactory working condition.

All parts shall be identified in an appropriate manner. When parts are crated or boxed, detailed packing lists shall be provided with each crate or box. All parts to be joined in the field shall be clearly matched marked after shop painting, and shall be marked with references to applicable assembly drawings

5.2 Surface Preparation and Painting

In general, all components of standard manufacture purchased by the Contractor and furnished for this contract shall be prepared and finish painted in accordance with the component manufactures standard practice. All equipment and structural steel fabricated by the Contractor shall be cleaned, prepared, primed and finish painted in accordance with applicable painting codes and standards of Steel Structures Painting Council Surface Preparation Spec (SSPC-SP 6). All Painting shall be consistent with the specified intended service and the Contractor shall adhere to the paint manufacture's requirements. All surfaces shall be thoroughly cleaned before priming and painting. Priming shall be a 2 (two) part epoxy primer 3-4 mil thickness County approved equivalent. Finish paint shall consist of a two (2) part polyurethane in a color selected by R&E of a thickness of 3-4 mils, total thickness to be no less than 6 mils. The underside of the trailers shall be painted black.

5.3 Nameplates

All equipment shall be provided with a permanently attached stainless steel nameplate located in a readable location and fastened to the largest, least dismantled part. Nameplates shall not be attached to a pressure- retaining surface with mechanical fasteners.



The nameplate shall be stamped with the following information:

- Item
- Serial Number
- Design Capacity

6.0 QUALITY PROGRAM REQUIREMENTS

6.1 Quality Control (QC) Program

The Contractor shall have an effective QC Program to ensure the requirements of the contract and specifications are complied with. It is preferred the program be documented, but verifiable demonstration of compliance through normal fabrication/erection practice is acceptable.

The program shall assure that required procedures are prepared and implemented, required test/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 R&E in writing including corrective action taken.

6.2 Notification Points

R&E shall have the right to establish notification points for which the Contractor shall give prior notification. Notification points require the Contractor prior notification at least ten working days in advance of the scheduled time of performance. R&E may require that activities performed without proper notification be repeated for R&E's observation at the Contractor's expense.

R&E will inform the Contractor of its desire to witness the event or will authorize the Contractor to proceed without witnessing the event. The above may be performed by telephone communication. Written waiver will be issued if requested by the Contractor.

6.3 Quality Program Interface

The Contractor is subject to audits, unannounced inspections, and witnessing by R&E to ensure compliance with the requirements of the specifications, codes, drawings and R&E approved submittals. Any request for approval of deviations of nonconformance to the contract documents shall be requested in writing and preceded in accordance with the specification.

6.4 Submittal of Manufacturing/Erection Schedule

Prior to the award of the contract, the Contractor shall submit copies of the Manufacturing Schedule to R&E upon request for their information and establishment of Notification Points and Project Management.

6.5 Documentation

Records System – A record system shall be established and maintained that provides for the identification and correlation of required records and certifications.



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

Contractor Documentation - The Contractor shall assemble all required records into two identical sets. Each page of the documents submitted shall be clearly identified by the R&E name, the station and/or unit, the contract number, the equipment description and specific identification, and the manufacture/contractor's name and address. Each individual document shall be legible and shall be reproducible capability. No information shall be recorded closer than 5/8" of the binding edge or closer than 1/4" to any other edge of the paper.

Documents that have been submitted with a previous shipment on this order/contract shall not be duplicated. However, a statement shall be furnished to R&E itemizing, by document, the documents previously furnished for each item of equipment and the date of that previous submittal.

Documentation by the Contractor – The minimum documentation required to be furnished is listed in the Contract documents.

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



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

R&E BOARD MEETING DATE:	March 24, 2022			AGENDA ITEM:	IV.c			
SUBJECT:	Tire Retread Contract							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

1. Approve the agreement between the R&E Board and Pomp’s Tire Service, Inc. for repair and replacement tire services for the period of April 1, 2022, through March 31, 2023, with the option of four one-year renewals.
2. Authorize the Chair to execute the agreement upon approval as to form by the County Attorney.

EXECUTIVE SUMMARY:

Type of Agreement:	Supplies and Equipment
Purpose of Agreement:	The facility has an ongoing need to procure tire retread and replacement services on its tractors and trailers.
Term:	April 1, 2022 through March 31, 2023 with four, one-year renewal options.
Type of Solicitation:	<p>Vendor selected as a result of single source authority: The contractor is uniquely qualified to perform the service based upon a variety of factors such as location, property ownership, voluntary support capacity, cost-sharing ability, technical expertise, new or innovative idea, method or approach or other similar unique qualifications. This is a continuation of previous or additional work that cannot be acquired easily or effectively from another contractor or individual due to patent or institutional knowledge gained performing the previous work.</p> <p>Pomp’s Tire Service, Inc. has been providing services for R&E trailers and tractors since 2011. They provide on-site service daily, sometimes multiple times per day if needed for repairs/replacement to trailer and yard tractor tires. Pomp’s also provides mobile service between Newport</p>

SUBJECT: *Tire Retread Contract*

	and Xcel Red Wing and Newport and Xcel Mankato (Wilmarth) when there are tire problems in route. Pricing with Pomp's is competitive with other available contracts and no other supplier is able to match their level of service.
Other:	This will be a rate setting agreement estimated to cost \$60,000 per year.

ATTACHMENTS:

1. Draft Agreement with Pomp's Tire Services, Inc.

FINANCIAL IMPLICATIONS:

Services are estimated to be \$60,000 per year, and funding is available in the 2022 approved Facility Budget.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM <i>Michael Reed</i> <i>Nicole Stewart</i> <i>Gene M. Vaughn</i>	3/18/22
RAMSEY COUNTY ATTORNEY <i>[Signature]</i>	3/19/22
WASHINGTON COUNTY ATTORNEY <i>[Signature]</i>	3/19/22

SUBJECT: *Pomps's Tires Contract*



Ramsey/Washington Recycling & Energy Board

Contract Number: RESFA001552

Contractor Name: Pomp's Tire Service, Inc
Vendor ID:
CERT SBE SVN:

Department: Facility

Contract Authority/Resolution: Resolution
Resolution #: R&EB 2022-XX

Good/Service Type: Professional Services

Contract Description: Recapped Equipment Tires

Contract Type: Rate Setting

Not To Exceed Amount: \$

Funding Notes: 422705-35106-140103-00000

Original Contract Begin Date: April 1, 2022

Contract End Date: March 31, 2023

Comments:

Pomp's Tire Service, Inc. has been providing services for R&E trailers and tractors since 2011. They provide on-site service daily, sometimes multiple times per day if needed for repairs/replacement to trailer tires and also yard tractor tires. Pomp's also provides mobile service between Newport and Xcel Red Wing and Newport and Xcel Mankato (Wilmarth) in case there were to be tire problems in route. No other supplier is able to match their level of service. Single Source authority to enter into this contract is justified for the following reasons:

- Continuation of previous or additional work that cannot be acquired easily or effectively from another contractor or individual due to patent or institutional knowledge gained performing the previous work.
- Contractor offers a unique or innovative idea, method or approach.
- The service offered by the contractor is necessary for timely completion of a program or project and for which competition would have a significant adverse impact on the program or project, including, but not limited to, project delays.
- Contractor is uniquely qualified to perform the service based upon a variety of factors such as location, property ownership, voluntary support capacity, cost-sharing ability, technical expertise, new or innovative idea, method or approach or other similar unique qualifications.

SUBJECT: Pumps's Tires Contract

Contract ID RESFA001552



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

Agreement Between Ramsey/Washington Recycling & Energy Board and Pump's Tire Service, Inc.

THIS AGREEMENT made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as "R&E", and Pump's Tire Service, Inc. with its principal place of business at 5440 W 125th Street, Savage, MN 55378 hereinafter referred to as the "Contractor" or "Vendor".

1. Term

The term of the Agreement shall be April 1, 2022 through March 31, 2023, with the option of four one-year renewals.

2. Cost/Payment

- a) R&E shall pay the Contractor rates described in Exhibit A. This cost includes all federal and state taxes, transit fees/taxes, and the design, supplies, equipment, material, labor, warranty and training necessary to furnish and deliver each tire.
- b) Contract renewals and changes to pricing shall be made by written agreement.
- c) Invoices shall show applicable sales tax separately.
- d) No payment will be made until the invoice has been approved by R&E.
- e) R&E shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, R&E will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, R&E will make payment within thirty (30) days of the corrected invoice.
- f) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.
- g) The Contractor shall email invoices to R&E Center – Supply Chain Coordinator.

3. Scope of Services

Contractor shall:

- a) Furnish supplies and services for R&E per the specifications in Exhibit A attached hereto and incorporated herein.
- b) Delivery to the Recycling & Energy Center at the following address: 100 Red Rock Road, Newport, MN 55055.
- c) The supplies and services furnished under this Agreement is guaranteed against any defect due to faulty material or workmanship. Such defects will be replaced by the Contractor with no additional cost to R&E.

SUBJECT: Poms's Tires Contract

Contract ID RESFA001552

4. Audits, Reports, Records and Monitoring Procedures

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) 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 reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minn. Stat. § 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

5. Standards

- a) The Contactor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- b) Failure to meet the requirements of Section a. above may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation.

6. Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Ch. 13, as amended and Rules implementing the Act. The contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the contractor.

7. Nondiscrimination

Pursuant to Minn. Stat. Ch. 364 and Minn. Stat. § 181.59 and General R&E Board policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

8. Indemnity and Insurance

a) Indemnity - 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 may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.

b) Insurance - The Vendor does further agree that in order to protect itself, as well as R&E, it will at all times during the term of the Agreement have and keep in force:

- i. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of R&E's tort liability limits set forth in Minn. Stat. § 466.04 and as amended from time to time. R&E, its agents, officers, and employees shall be listed as an additional

SUBJECT: Poms's Tires Contract

Contract ID RESFA001552

- insured as it relates to these liabilities.
- ii. Automobile coverage in the amount of R&E's tort liability limits set forth in Minn. Stat. § 466.04 and as amended from time to time.
 - iii. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. R&E shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the Vendor and R&E, and R&E elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by R&E.

9. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of R&E for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with R&E and shall not be considered employees of R&E.

Neither the Vendor nor its employees will at any time be construed to be employees of R&E. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

10. Subcontracting and Assignment

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of R&E. Any assignment or novation may be made subject to such conditions and provisions as R&E may impose. If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

11. 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.

SUBJECT: Poms's Tires Contract

Contract ID RESFA001552

12. 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.

13. 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 RFQ and contract shall be considered a material breach and shall be cause for be immediate termination by R&E Board. 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 Board'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 Board.

14. 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, Minn. Stat. § 16C.03, subd. 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.

13. 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 the County 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, seven (7) 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 seven (7) 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 day's 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.

SUBJECT: *Pomps's Tires Contract*

Contract ID RESFA001552

14. 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.

15. 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.

SUBJECT: Pumps's Tires Contract

Contract ID RESFA001552

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

Pomp's Tire Service, Inc.

RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:

By: DocuSigned by:
Peter Bjorklund
D2A507FDF3A94F1...

By: _____
R&E Board Chair

Date: 3/17/2022

Date: _____

Title: Commercial Sales Representative

Recommended By Joint Leadership Team:

By: DocuSigned by:
Nicole Stewart
Nicole Stewart, Washington County

Date: 3/17/2022

By: DocuSigned by:
Michael Reed
Michael Reed, Ramsey County

Date: 3/17/2022

By: DocuSigned by:
Renee Vaughn
Renee Vaughn, Ramsey County Finance

Date: 3/17/2022

Approved As To Form:

By: DocuSigned by:
John A. Ristad
Assistant County Attorney DocuSigned by:
Z. M. Myer

Date: 3/16/2022 3/16/2022

Reviewed by: DocuSigned by:
[Signature]
Reviewed by: DocuSigned by:
Sandy Koger
8D4BB361A6D5444...
Reviewed by: DocuSigned by:
Kris Werhage
23D4FD6301BD494...
38A10F57A30B400...



DATE: 12/29/21

TO: Doug Germain; Sandy Koger; R&E Board

RE: 2022 Tire Program

TIRE SIZE	BRAND/MODEL	PRICE	BRAND/MODEL	PRICE
11R22.5 PREFERRED***	Bandag ECL-SST	\$155.00	Bandag RTP	\$172.02
11R22.5	Bandag BTL-SA	\$165.27	Bandag BDM	\$203.80
11R24.5	Bandag ECL-SST	\$168.00	11R24.5 *A CASING	\$100.00
11R22.5	*A GRADE CASING \$85.00	*B GRADE CASING \$75.00	WHEEL RECONDITIONING	\$38.00/EA

LARGE SECTION REPAIR	\$65.00	SMALL SECTION REPAIR	\$45.00
NAIL HOLE REPAIR	\$8.00	SPOT REPAIR	\$25.00
BEAD REPAIR	\$25.00	TIRE DISPOSAL	\$9.50
SERVICE	MISC SHOP LABOR \$85/HOUR	FLAT REPAIR OFF UNIT	\$30.00
DISMOUNT/MOUNT	\$13.50 EACH WAY	FLAT REPAIR ON UNIT	\$40.00
WHEEL SWITCH	\$13.50	VALVE STEMS	\$4.00
FLOW- THROUGH VALVE CAP	\$1.50	DISMOUNT/MOUNT/SWITCH	\$40.50
SERVICE CALL	\$45.00	OFF-ROAD LOADER SERVICE	\$200.00/HOUR
YARD SERVICE	\$45.00	ROAD SERVICE	\$90.00



R&E BOARD MEETING DATE:	March 24, 2022			AGENDA ITEM:	IV.d			
SUBJECT:	Truckload Services Request for Proposals (RFP)							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

Authorize the Joint Leadership Team (JLT) to issue a request for proposals (RFP) for outbound and inbound truckload services in accordance with the R&E Board’s procurement guidelines, and return to the R&E Board with a recommendation for selection of vendors and agreements for consideration.

EXECUTIVE SUMMARY:

The Recycling & Energy Center (R&E Center) uses transportation companies for a number of needs:

- Inbound truckload services using contractor owned trailers and semi-tractors
 - Transport of waste from transfer stations contracting with the R&E to the R&E Center for processing (inbound truckload services)
- Outbound truckload services using R&E owned trailers pulled by contractor owned semi-tractors
 - Transport of refuse-derived fuel (RDF) from the R&E Center to Xcel power plants in Red Wing and Mankato
 - Transport of bulky waste residue and process residue from the R&E Center to landfills; and
 - Transport of ferrous metals separated from waste during processing to locations for recycling (outbound truckload services).

R&E currently has nine transportation companies under contract for these services. Those contracts are expiring at the end of 2022.

The R&E Board needs to continue to contract with transportation companies beginning January 1, 2023. To do this, R&E needs to issue two RFPs, one for inbound truckload services and one for outbound truckload services. Vendors may respond to one or both RFPs. Within each RFP, there are several trucking routes listed (i.e. R&E Center to Redwing, R&E Center to Wilmarth, etc.). Vendors can provide quotes for one or multiple routes. R&E staff and JLT will evaluate the proposals and choose vendors based upon criteria set forth in the RFPs. A primary vendor will be chosen for each route. Vendors can be chosen to provide services for more than one route.

Vendors may also be awarded contracts to provide back-up or secondary services in the event the primary vendor cannot perform required services on any given day. Secondary services may be awarded alone or in addition to primary services. JLT recommends the RFP may be issued as a continuous RFP. This will enable new vendors to provide responses over a longer period of time and allow for new, qualified vendors to be onboarded as services are needed. This also will allow R&E to replace vendors over time as additional

SUBJECT: *Requests for Proposals for Truckload Services*

vendors may be needed and provide an opportunity to underrepresented vendors who are less familiar with government contracting process the time to respond and be considered for services. Ramsey County, for example, has used continuous RFPs to procure emergency, temporary childcare placement providers, as well as for cultural outreach consultants. The RFPs will outline an initial contract term of three years for all agreements, with the option to renew for one additional, two-year period.

FINANCIAL IMPLICATIONS:

The 2022-2023 Facility Budget has funds budgeted and specified for these services.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM	<i>Michael Reed</i> <i>Nicole Stewart</i> <i>Gene M. Vaughn</i>	3/18/22
RAMSEY COUNTY ATTORNEY	<i>[Signature]</i>	3/19/22
WASHINGTON COUNTY ATTORNEY	<i>[Signature]</i>	3/19/22



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

R&E BOARD MEETING DATE:	March 24, 2022	AGENDA ITEM:	VI.a
SUBJECT:	Facility & Finance Committee Report		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
SUBMITTED BY:	Facility & Finance Committee		

R&E BOARD ACTION REQUESTED:

For Information only.

EXECUTIVE SUMMARY:

Commissioner Johnson, chair of the Facility & Finance Committee, will provide an update about the committee meeting held on March 10, 2022. JLT will also provide the same update on the Food Scraps Pickup Program shared with the committee.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
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JOINT LEADERSHIP TEAM

Michael Reed

3/16/22

Nicole Stewart



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

R&E BOARD MEETING DATE:	March 24, 2022			AGENDA ITEM:	VI.b			
SUBJECT:	Food Scrap Bag Manufacturing Vendor Selection							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

1. Approve EcoSafe Zero Waste, Inc. as the selected vendor for the manufacture of food scrap bags for the R&E food scraps pickup program.
2. Authorize the Joint Leadership Team (JLT) to execute the agreement with EcoSafe Zero Waste, Inc., and any amendments or change orders thereto, for the manufacture of food scrap bags, with a term of April 1, 2022, through March 31, 2027, within the project budget and upon approval as to form by the county attorney.

EXECUTIVE SUMMARY:

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

At the September 2021 R&E Board meeting, the board approved the vendor recommended by JLT to provide food scrap bags for the food scraps pickup program. After a series of negotiations going into Q1 2022, that vendor stated that they are currently unable to provide the bags specified in their proposal due to material shortages and supply chain issues. Due to it being nearly a year since the original request for proposals (RFP) had been issued and market conditions having changed substantially in that time, JLT and the R&E procurement manager, in consultation with county attorneys, made the decision to close the RFP and evaluate other options for procuring food scrap bags.

Given the need to procure food scrap bags for the timely commencement of the food scraps pickup program, R&E reached out to the second-place proposer from the original RFP, EcoSafe Zero Waste, Inc., to see if material shortages were impacting their production. EcoSafe indicated that they were not impacted, and that they hold long-term contracts from their compostable plastic resin suppliers. R&E further requested an updated proposal for review. Due to timing lost to negotiations with the first vendor, and the need to have compostable bags available, JLT is recommending a single source contract with EcoSafe Zero Waste, Inc.

The revised EcoSafe Zero Waste, Inc. proposal was provided and reviewed by JLT, R&E staff, and Foth, R&E's engineering consultant. Foth confirmed that the specifications for the proposed bags are identical

SUBJECT: *Food Scrap Bag Manufacturing Vendor Selection*

to the previously tested bags and meet the material standards identified by R&E for the manufacturing of food scrap bags. The standards ensure bags can be managed responsibly through composting, requiring certification by the Biodegradable Products Institute (BPI), compostable using ASTM 6400 standards and PFAS-free. EcoSafe also has extensive experience manufacturing compostable bags, including as a vendor on the State of Minnesota state cooperative purchasing contract for compostable bags. Ramsey County, among many other local government entities, purchases other EcoSafe compostable bag products through that contract for its food scrap recycling drop-off program.

The design specifications of the food scrap bags will meet same specifications under EcoSafe's proposal that were in the RFP. These specifications were determined based on public engagement, industry standards for compostable bags and requirements of the sortation equipment being installed at the R&E Center. The bags will be green in color and opaque. Custom labeling on the bag is also an important design component so that R&E bags will be visibly different than other bags on the market.

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

JLT recommends the selection of EcoSafe Zero Waste, Inc., for the manufacturing of food scrap bags for Ramsey and Washington counties' food scraps pickup program based on the following:

- Performance during previous RFP's performance evaluation test
- Success providing compostable bag products throughout North America, including in Ramsey County
- Ability to meet all required bag specifications for program
- Ability to print custom labeling on bags
- Competitive pricing
- Assurance of manufacturer capacity to provide uninterrupted supply of bag products due to long-term contracts with resin suppliers

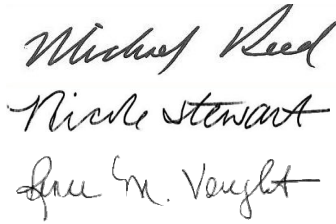


ATTACHMENTS:

1. Draft resolution
2. Proposed pricing memo

FINANCIAL IMPLICATIONS:

The costs for food scrap bags are budgeted to be \$320,000 in 2022 and \$760,000 in 2023 and are included in the approved R&E 2022-2023 Joint Activities budget.

SUBJECT: Food Scrap Bag Manufacturing Vendor Selection

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM 	3/18/22
RAMSEY COUNTY ATTORNEY 	3/19/22
WASHINGTON COUNTY ATTORNEY 	3/19/22



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

DRAFT RESOLUTION R&EB-2022-05

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

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

WHEREAS, The R&E Board has a need for food scrap bags for Ramsey and Washington counties’ upcoming food scraps pickup program; and

WHEREAS, EcoSafe Zero Waste, Inc. has the ability to provide durable, compostable food scrap bags for the program and submitted a proposal to supply these bags to the R&E Board; and

WHEREAS, JLT, R&E staff, and the R&E Board’s engineering services consultant, Foth, reviewed the proposal and determined that the bags will work effectively for the food scraps pickup program; and

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

RESOLVED, The R&E Board approves EcoSafe Zero Waste, Inc., for the manufacture of food scrap bags for the R&E food scraps pickup program. BE IT FURTHER

RESOLVED, The R&E Board authorizes the joint leadership team to execute the agreement with EcoSafe Zero Waste, Inc., and any amendments or change orders thereto, for the manufacture of food scrap bags, with a term of April 1, 2022 through March 31, 2027, within the project budget and upon approval as to form by the county attorney.

Victoria Reinhardt, Board Chair
Date

Attest
Date



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

March 21, 2022

To: Ramsey/Washington Recycling & Energy Board
From: Joint Leadership Team (JLT)
Re: Food Scrap Bag Manufacturing Vendor Selection

Background

Negotiations with the vendor initially approved to manufacture food scrap bags for Ramsey and Washington counties' upcoming food scraps pickup program were not successful due to the initial vendors' material shortages and supply chain issues. JLT and the R&E procurement manager have evaluated other options for procuring a vendor for manufacturing the bags needed for this program.

R&E reached out to the second-place proposer from the original request for proposals, EcoSafe Zero Waste, Inc., to see if material shortages were impacting their production. EcoSafe indicated that they were not impacted, and that they hold long-term contracts from their compostable plastic resin suppliers. R&E further requested an updated proposal for review. The pricing proposed by EcoSafe is shown below, and is competitive with other manufacturers on the market for this type of specialized durable compostable bag.

EcoSafe ZeroWaste, Inc. Proposed Food Scrap Bag Pricing

Year	Estimated Number of Bags Needed	Price Per 6-gallon Bag (in USD)	Price Per 13-gallon Bag (in USD)
2022	400,000	\$0.279	\$0.452
2023	950,000	\$0.272	\$0.441
2024	1,900,000	\$0.262	\$0.425
2025	3,800,000	\$0.254	\$0.412
2026	5,700,000	\$0.248	\$0.403



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

R&E BOARD MEETING DATE:	March 24, 2022	AGENDA ITEM:	VIII
SUBJECT:	Updates and Reports		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)		

R&E BOARD ACTION REQUESTED:

For Information only.

EXECUTIVE SUMMARY:

Legislative Briefing

The Minnesota Legislative Session begins on January 31, 2022. The state constitution requires the legislature to conclude business by no later than May 23, 2022. Staff will provide an update on relevant legislative issues.

Facility Updates

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

Procurement Report

Staff will provide a written report of new contracts and amendments that were executed under authority of R&E's procurement guidelines during the period January 1, 2022 through February 28, 2022. Funding for the contracts is available in the approved Joint Activities, Facility and EM&R Budgets, following approval as to form by the Ramsey County or Washington County attorney's office.

ATTACHMENTS:

1. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
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JOINT LEADERSHIP TEAM

Nicole Stewart
Michael Reed

3/16/22



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

Report of all contracts and amendments executed under authority of Recycling & Energy’s procurement guidelines (Resolution R&EB 2019-2), January 1, 2022 through February 28, 2022.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
Ehlers & Associates, Inc.	1/1/22	Facility – Renews the agreement to provide financial consultant services.	Adds \$50,000 to the NTE amount	Professional Services
Becker Fire & Safety Services	1/1/22	Facility – Renews contract for fire safety equipment and training.	Rate Setting	SEML
Blaine Brothers, Inc.	1/1/22	Facility – Renews contract for Trailer Maintenance and repair.	Rate Setting	SEML
Builtrite Manufacturing	1/1/22	Facility – Renews contract for compressor parts and supplies.	Rate Setting	SEML
Aramark Uniform & Career Apparel Group, Inc.	1/1/22	Facility – Renews contract for uniforms and processes a name change from Ameripride.	Rate Setting	SEML
M&M Hydraulic Co.	1/1/22	Facility – Renews contract for hydraulic and pneumatic parts and supplies.	Rate Setting	SEML
Cintas Corporate Services Inc.	1/1/22	Facility – Renews contract to provide first aid equipment and supplies.	Rate Setting	SEML
Industrial Welders & Machinists Inc.	1/1/22	Facility – Renews contract for welding, fabrication and machining services.	Rate Setting	SEML
National Recovery Technologies, LLC.	1/1/22	Facility – Renews the contract for UBC sorter parts and supplies.	Rate Setting	SEML
Steel Sales Corp.	1/1/22	Facility – Renews the contract for metal supplies and services.	Rate Setting	SEML
JES Sales Co.	1/1/22	Facility – Renews the contract for walking floor trailer parts.	Rate Setting	SEML
Industrial Rubber & Supply Co.	1/1/22	Facility – Renews contract for eddy current belts.	Rate Setting	SEML



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

Paffy's Pest Control	1/1/22	Facility – Renews the contract for pest control services.	Rate Setting	SEML
MA Associates - KT Products	1/1/22	Facility – Renews the contract to provide cleaning supplies.	Rate Setting	SEML
King Cutting, Inc.	1/1/22	Facility – Renews the contract for lawn services	Rate Setting	SEML
Foth Infrastructure and Environment, LLC.	1/1/22	Facility – Contract to provide engineering services related to the facility	\$250,000 annual budget	Professional Services—RFP
Oxygen Service Company	1/1/22	Facility – Renews contract to provide welding supplies and equipment	Rate Setting	SEML
EcoConsilium, Inc.	1/1/22	Joint Activities – Renews contract to provide organic waste technical assistance and consultation services	\$100,000 per year	Professional Services—Single Source
Bruce Nelson Plumbing & Heating Service Inc.	1/1/22	Facility – Renews contract to provide plumbing services	Rate Setting	SEML
OMI Industries	1/1/22	Facility – Renews contract to provide equipment for odor mitigation.	Rate Setting	SEML
North American Trailer Sales	1/1/22	Facility – Renews contract to provide trailer maintenance and repair	Rate Setting	SEML
Pomp's Tire Service, Inc.	1/1/22	Facility – Renews contract to provide tire services for tractors and trailers.	Rate Setting	SEML
Central States Wire Products Inc.	1/1/22	Facility – Renews contract to provide bailing wire.	Rate Setting	SEML
MN Glove Inc.	1/1/22	Facility – Renews contract to provide safety gloves and vests.	Rate Setting	SEML
Mr. Bult's, Inc.	1/1/22	Facility – Renews contract to provide inbound transportation services.	Rate Setting	SEML
Kennedy Sales Inc.	1/1/22	Facility – Renews contract to provide tipping scale maintenance and repair.	Rate Setting	SEML
AMG Resources Corporation	1/1/22	Facility – Renews contract for AMG to purchase ferrous materials from R&E.	Rate Setting	Revenue Contract



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

M&J Services of Minnesota LLC.	1/1/22	Facility – Renews contract to provide outbound transportation services.	Rate Setting	SEML
Foth Infrastructure & Environment, LLC.	1/1/22	Facility – Renews contract to provide construction manager services for the admin renovations and RDF enclosure projects.	\$194,000 through the life of the contract	Professional Services
HDR Engineering, Inc.	1/1/22	Facility – Contract to provide strategic engineering services.	\$280,000 annual budget	Professional Services
Baldwin Supply Company	1/1/22	Facility – Renews contract to provide parts and supplies.	Rate Setting	SEML
Shakopee Mdewakanton Sioux Community	1/1/22	Joint Activities – Renews contract to provide food scrap-derived compost and delivery services.	Rate Setting up to \$80,000	SEML
Magotteaux, Inc.	1/1/22	Facility – Renews contract to provide flail mill parts.	Rate Setting	SEML
Ziegler, Inc.	1/1/22	Facility – Renews contract to provide parts and service to heavy equipment.	Rate Setting	SEML
Linders Specialty Company, Inc.	1/1/22	Facility – Renews contract to provide custom metal fabrication and processing.	Rate Setting	SEML
Werner Electric	1/1/22	Facility – Renews contract to provide specialty electrical supplies and change vendor name to Van Meter, Inc.	Rate Setting up to \$30,000 per year	SEML
Oil Air Products, LLC.	1/1/22	Facility – Renews the contract to provide hydraulic equipment, parts and maintenance	Rate Setting	SEML
Orange EV	2/16/22	Facility – Purchase of an EV yard tractor	\$297,000 plus shipping	SEML
OMI Industries	2/22/22	Facility – Purchase of odor mitigation equipment for the enhancements project.	\$66,495	SEML
Midwest Training Associates	3/1/22	Facility – Heavy equipment training.	\$14,400	Professional Services