

	<b>Partnership on Waste and Energy</b>	Partnership on Waste and Energy 100 Red Rock Road, Newport, MN 55055
	<b>Request for Proposal (RFP)</b>	

**Title of RFP: Emerald Ash Borer Wood Waste Study**

**Responses must be received by 2:00 p.m. Central Time on June 29, 2022.**

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

Attn: James Redmond  
Partnership on Waste and Energy  
c/o Ramsey/Washington Recycling & Energy  
100 Red Rock Road  
Newport, MN 55055

All solicitation responses must be received by the Partnership on Waste and Energy (“the Partnership”) at the specified location by the date and time cited above. Late solicitation responses will not be considered. The mere fact that the solicitation response was dispatched will not be considered; the firm must ensure that the solicitation response is actually delivered. Regardless of cause, late qualification responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror’s sole risk to assure delivery at the designated office by the designated time. Late solicitation responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested. Except for trade secrets and confidential information which the Offeror identifies as proprietary, all solicitation responses will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Solicitation responses that do not comply with all Instructions contained herein may be disqualified.

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

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 02. Communications with other Partnership staff, Ramsey, Washington or Hennepin County staff, and/or Partnership or county Contractors may disqualify you from the evaluation process.

## EMERALD ASH BORER WOOD WASTE STUDY RFP

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## 1.0 RFP Introduction and Background

### 1.1. Solicitation Description and Process

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. The Partnership on Waste and Energy (“Partnership”) has no obligation to enter into a contract as a result of this inquiry. This Request for Proposal (RFP) is intended to solicit proposals from proposers capable of meeting the Partnership’s need for a professional consultant to conduct a study on current wood waste flows related to emerald ash borer (EAB) within the tree removal and wood waste disposal industries in the Twin Cities metropolitan area.

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

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

### 1.2. About The Partnership on Waste and Energy

Hennepin, Ramsey and Washington counties collaborate in areas of waste and energy management, including legislation and policy development, communication and outreach, planning, and evaluation of waste processing technologies. They do this through a joint powers agreement between Hennepin County and Ramsey/Washington Recycling & Energy (R&E) – the resulting entity is called the [Partnership on Waste and Energy](#). Combined, the three counties are home to about 13% of the Minnesota population.

### 1.3. Purpose of RFP

The purpose of this RFP is to seek proposals for environmental engineering services to the Partnership related to the impacts of wood waste due to emerald ash borer (EAB). The services established as a result of this RFP will facilitate the receipt of engineering services as defined in the Scope of Services.

Proposers’ responses will be evaluated and ranked based on the criteria described in this RFP. If a service is available that meets the Partnership’s needs, the Partnership may then enter into additional budget discussions and a contract with the selected proposer. The Partnership anticipates selecting one vendor for all proposed services associated with this RFP.

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

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

### 1.4. Contract Term & Schedule

The initial term of the contract is expected to be from contract execution through December 31, 2022.

### 1.5. Costs

The resulting contract fee shall be a rate setting agreement with a maximum not-to exceed of \$24,000 for services rendered and reimbursable expenses. Rates shall be negotiated.

**1.6. RFP Schedule of Events**

The following RFP Schedule of Events represents the best estimate of the schedule that the Partnership will follow. The Partnership has performed planning work and plans to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

**Table 01: RFP Schedule of Events**

Event	Estimated Date
Request for Proposals Released	May 26, 2022
Deadline for Proposer Questions	June 8, 2022
Partnership Addendum Published	June 15, 2022
Deadline for Proposal Submissions	June 29, 2022, by 2:00pm CT
Anticipated Contract Effective Date	(approx.) July 25, 2022

**1.7. Minimum Qualifications**

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

**1.8. Incurred Expenses**

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

**1.9. Questions and Inquiries**

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert “Emerald Ash Borer Wood Waste Study RFP” in the subject line. Oral communications will not be accepted. The following table provides the primary contact information.

**Table 02: Point of Contact**

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

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

Proposers shall not contact any other Partnership staff, Washington, Ramsey or Hennepin County staff, or Partnership or county Contractors with any questions or inquiries. Unauthorized contact with any personnel of the Partnership other than staff listed in Table 02, may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the Partnership.

#### **1.10. Clarification and Discussion of Proposals**

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

#### **1.11. Amendments and Addenda**

All clarifications and RFP revisions will be documented in an addendum and published to [the Ramsey/Washington Recycling & Energy website](https://recyclingandenergy.org/vendors/), <https://recyclingandenergy.org/vendors/>. The Partnership will attempt to publish periodic addenda on a timely basis. Questions received less than ten days prior to the date for opening may not be answered.

Only questions and answers documented in an addendum shall be binding. Proposers shall acknowledge each addendum issued on the Solicitation Response Form (Attachment 1) which shall be signed and returned with Proposers' responses. The Partnership reserves the right to revise the RFP. Revisions shall be documented in an addendum and published to the [Ramsey/Washington Recycling & Energy website](https://recyclingandenergy.org/vendors/).

## 2.0 Instructions for Proposers

### 2.1. Advertisement for Proposal/Public Notice

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

### 2.2. Instructions for Proposers

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

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

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

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

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

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

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

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

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

**Table 04: Proposal Mailing Address**

<b>Partnership Mailing Address</b>
Attn: James Redmond Partnership on Waste and Energy c/o Ramsey/Washington Recycling & Energy 100 Red Rock Road Newport, MN 55055

The following table contains the organization guidelines for Proposal responses.

**Table 05: Proposal Checklist**

<b>RFP Attachment Number</b>	<b>Proposal Section</b>	<b>RFP Section Number</b>
-	Signed Cover Letter	2.3
Attachment 1	Completed Proposal Response Form (attached)	2.4
Attachment 2	Contractor Information and Reference Form (attached)	2.5
-	Firm Introduction	2.6
-	Qualifications and Experience	2.7
-	Key Personnel Qualifications	2.8
Attachment 4	Work Plan for Scope of Services	2.9
Attachment 5	Description of Contractor's Cost/Budget for Scope of Services	2.10
-	Exceptions to Terms and Conditions	2.11
Attachment 3	Application for Designation of Trade Secret Information (attached)	2.12

**2.3. Cover Letter**

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

The Cover Letter must provide the following:

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

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



A signature on the Cover Letter hereby provides the Partnership acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

#### **2.4. Proposal Response Form**

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

#### **2.5. Contractor Information and Reference Form**

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

#### **2.6. Firm Introduction**

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

#### **2.7. Qualifications and Experience**

Contractor must provide a history of experience creating environmental studies and reports.. The minimum required Qualifications and Experience is described in Attachment 4, attached hereto and incorporated by reference.

#### **2.8. Key Personnel Qualifications**

A list of project staff, including short biographical summaries and a list of prior projects of similar scope for which the staff played the same or a similar role as proposed for the Partnership’s project. Please include a resume for key staff involved.

#### **2.9. Work Plan for Scope of Services**

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

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

#### **2.10. Description of Contractor’s Cost/Budget for Scope of Services**

The Contractor must provide a detailed budget estimate for proposed work plan on the price sheet included at Attachment 5, attached hereto and incorporated by reference.

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

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

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

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

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

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

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

## **3.0 General Solicitation Standard Terms and Conditions**

### **3.1 Evaluation**

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

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

The Partnership reserves the right to consider any additional information gathered by the Partnership or submitted by the Vendor to evaluate the submitted quote.

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

### **3.2 Notice of Intent Award**

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

- W-9
- Certificate of Insurance

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

### **3.3 Negotiations and Contract Execution**

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

### **3.4 Contracting Ethics**

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

- 3) The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the Partnership.

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

The inquiry made through this RFP implies no obligation on the part of the Partnership.

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

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

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

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

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

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

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

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

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

### **3.7 Amendment/Withdrawal of Proposals**

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

### **3.8 Clarification of Proposals**

In order to determine if a Proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements.

Clarifications may not result in a material or substantive change to the Proposal. The initial evaluation may be adjusted because of a clarification under this section.

### **3.9 Rights to Submitted Material**

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

### **3.10 Contract Negotiation**

If contract negotiations are commenced, the Partnership anticipates conducting negotiations remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at Ramsey/Washington Recycling & Energy offices, and the offeror will be responsible for all costs including its travel and per diem expenses.

### **3.11 Failure to Negotiate**

If the selected proposer:

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

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

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

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

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

## 4.0 Scope of Work

A detailed Scope of Work is included as **Attachment 4**, attached hereto and incorporated by reference.

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

### **5.1 Contract Term**

The contract term is expected to be upon execution through December 31, 2022..

### **5.2 Contract Pricing**

#### **5.2.1 Costs**

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

#### **5.2.2 Application of Payments**

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

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

### **5.3 Contract Approval**

This RFP does not, by itself, obligate the Partnership to award a contract. The Partnership's obligation will commence following the Partnership's approval of a contract. Upon written notice to the vendor, the Partnership may set a different starting date for the contract. The Partnership will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the Partnership.

### **5.4 Contract Dispute**

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

### **5.5 Possession of Firearms**

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 Partnership members' premises or while acting on behalf of the Partnership pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Partnership under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

### **5.6 Indemnification and Hold Harmless**

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

### **5.7 Insurance Requirements**

The proposer and its subcontractors or independent contractors agree that in order to protect itself, as well as the Partnership Board under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection with the minimum limits specified:

- Commercial general liability of no less than \$500,000 per claim, \$2,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$2,000,000 personal injury and advertising liability. The Partnership Board shall be added to the policy as additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the proposer providing coverage at least as broad as ISO forms CG 2010 and CG 2037. Waiver of subrogation is required.
- Network Security / Privacy Liability on a claims-made basis to include coverage for:
  - computer or network systems attacks
  - denial or loss of service
  - introduction, implantation, or spread of malicious software code
  - unauthorized Access and use of computer systems
  - privacy liability
  - breach response coverage
- Liability coverages should have a minimum of \$2 million limit and in the annual aggregate.
  - Breach response sublimits of at least 50% of the liability limit.
- Commercial Automobile Liability coverage with combined single limits of not less than \$1,000,000. The Partnership Board shall be added to the policy as additional insured on a primary and non-contributory basis. Waiver of subrogation is required.
- Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000. Waiver of subrogation is required.

The above policies shall contain a clause or endorsement that waives the right of subrogation against the Partnership Board.

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

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the Partnership. Ten (10) day notice for cancellation due to non-payment of premium is required.

## **5.8 Termination**

The Partnership 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 Partnership upon the commencement of such proceedings or other action.

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

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



## **5.9 Merger**

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

## **5.10 Conflict of Interest**

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

## **5.11 Pending and Recent Litigation**

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

## **5.12 Contract Modifications**

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification or variation deemed not to be material by agreement of the Partnership and the Contractor shall not require written approval.

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

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

## **5.14 Performance**

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

## **5.15 Non-Discrimination Clause**

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

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

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

#### **5.16 Compliance with Law**

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

#### **5.17 Force Majeure**

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

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

#### **5.18 Policy Compliance**

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

#### **5.19 Public Information**

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposal or referencing information submitted in response to this RFP shall become the property of the Partnership and will not be returned. The Partnership will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the Partnership is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the Partnership. In the event any Proposer designates materials within its RFP response confidential and/or proprietary and therefore not subject to release pursuant to public record disclosure laws, and if the Partnership, its employees, and/or its officials are then named in or subjected to legal action based on its refusal to disclose such materials designated confidential and/or proprietary by the Proposer, Proposer agrees to indemnify, hold harmless, and defend the Partnership in any such

action brought against it regarding the Partnership's refusal to release such Proposer-designated materials pursuant to a public records request.

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

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

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

#### **5.21 Data Practices**

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

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

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

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

#### **5.23 Clean Up**

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

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

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

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

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

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

The Partnership shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time

title passes to the Partnership as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the Partnership or its employees.

#### **5.26 Warranty**

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

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

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

Where applicable, works of authorship created by Contractor for the Partnership in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. Contractor shall, upon the request of the Partnership, execute all papers and perform all other acts necessary to assist the Partnership to obtain and register copyrights on such material.

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

## Attachments

- Attachment 1** – Solicitation Response Form
- Attachment 2** – Contractor Information and Reference Form
- Attachment 3** – Contractor Application for Trade Secret Information
- Attachment 4** – Scope of Work

**Attachment 1 – Solicitation Response Form**

**Solicitation Title:** Emerald Ash Borer Wood Waste Study RFP

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

Contractor Company Name:

Total Number of Solicitation Pages:

Total Number of Pages in Contractor's Solicitation Response:

Acknowledgement and Number of Solicitation Addenda Received:

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

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

**Estimated Budget: Must not exceed \$24,000. Please including a pricing  
breakdown as part of your proposal response.**

**ACKNOWLEDGEMENT**

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

**COLLUSION**

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, Partnership employees, Washington, Hennepin or Ramsey County employees, or Partnership Board Members and without taking any other action which will restrict competition or constitute fraud or collusion.

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

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

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

Solicitation Title: **Emerald Ash Borer Wood Waste Study RFP**

## Attachment 2 – Contractor Information and Reference Form

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

### Company Information:

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

### Solicitation Response Contact:

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

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

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

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

1. First Reference

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

2. Second Reference

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

3. Third Reference

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

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

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

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



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

**Solicitation Title** Emerald Ash Borer Wood Waste Study RFP

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

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

Section(s)

Page #s:

Topic(s):

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

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

Name and Title of Authorized Preparer: \_\_\_\_\_

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

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