

	Ramsey/Washington Recycling & Energy	Ramsey/Washington Recycling & Energy 100 Red Rock Road, Newport, MN 55055
	Request for Information (RFI)	

Solicitation Title: End Markets for Refuse Derived Fuel (RDF) from the Recycling & Energy Center

Responses must be received by 4:00 pm Central Time on **February 21st, 2023**

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

Attn: Jim Redmond
 Ramsey/Washington Recycling & Energy Board
 100 Red Rock Rd
 Newport, MN 55055

All proposals must be received by Ramsey/Washington Recycling & Energy Board (R&E Board) at the specified location by the date and time cited above. Late proposals will not be considered regardless of cause, will not be opened, and will automatically be disqualified from further consideration. The mere fact that the proposal was dispatched will not be considered; the proposer must ensure that the proposal is received at the address above by the deadline. It shall be the proposer's sole risk to assure delivery at the designated office by the designated time. Late proposals may be returned to the proposer at the expense of the proposer or destroyed upon request. Except for trade secrets and confidential information which the proposer identifies as proprietary, all proposals will be open for public inspection after the contract award. Respondents are advised to carefully read the entire Solicitation Package. Offers 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 Point of Contact identified within this solicitation in Table 1-2. Communications with other R&E Board members, staff or consultants may disqualify you from the evaluation process.

End Markets for Refuse Derived Fuel (RDF) from the Recycling & Energy Center Request for Information (RFI)

Table of Contents

Section	Page
1 RFI Introduction and Background	1
1.1 Introduction	1
1.2 Description of Solid Waste Management in the Counties	2
1.3 RFI Process.....	3
1.4 RFI Schedule of Events	3
1.5 Minimum Qualifications	4
1.6 Incurred Expenses	4
1.7 Questions and Inquiries	4
1.8 Clarification and Discussion of Proposals.....	5
1.9 Pre-Proposal Vendor Conference.....	5
1.10 Amendments and Addenda.....	5
2 Scope of Services	6
2.1 Purpose	6
2.2 Project Goals	6
2.3 Background	6
2.4 Description of Current Refuse Derived Fuel (Biogenic/Non-Biogenic)	7
2.5 Description of Process Residue (Optional Material).....	11
2.6 End Product & Offtake Preferences.....	11
2.7 Financing & Economics.....	11
2.8 Experience.....	12
3 Proposal Evaluation and Award.....	13
3.1 Evaluation Process.....	13
3.2 Evaluation Criteria	13
3.3 Notice of Intent to Negotiate.....	13
3.4 Negotiations and Contract Execution	13
3.5 Contracting Ethics	14
3.6 No Obligation, Right of Rejection, and Multiple Award.....	14
4 Submittal Response Format.....	15

4.1 General Instructions	15
4.2 Executive Summary	16
4.3 General Company Information	17
4.4 Acceptable Materials	17
4.5 Description of Technology	17
4.6 Description of Operations	18
4.7 Description of Materials Management	18
4.8 End-Products Marketing Information and Experience	19
4.9 Environmental Permits and Controls	19
4.10 Reference Facility	20
4.11 Facility Economics and Financing	20
4.12 Project Siting, Permitting, and Timelines	21
4.13 Application for Designation of Trade Secret Information	22
5 Solicitation and Contract Terms and Conditions	23
5.1 Contract Approval	23
5.2 Contract Dispute	23
5.3 Possession of Firearms on R&E Board Premises	23
5.4 Indemnification and Hold Harmless	23
5.5 Insurance Requirements	23
5.6 Termination	23
5.7 Merger	24
5.8 Conflict of Interest	24
5.9 Pending and Recent Litigation	24
5.10 Proposer’s Certification	24
5.11 Offer Held Firm	24
5.12 Amendment/Withdrawal of Proposals	25
5.13 Contract Modifications	25
5.14 Contractor Debarment, Suspension, and Responsibility	25
5.15 Performance	25
5.16 Subcontractors	25
5.17 Clarification of Proposals	26
5.18 Rights to Submitted Material	26
5.19 Contract Negotiation	26
5.20 Failure to Negotiate	26

5.21 Non-Discrimination Clause.....	27
5.22 Compliance with Law	27
5.23 Non-Collusion Statement	27
5.24 Force Majeure	27
5.25 Policy Compliance.....	27
5.26 Public Information.....	27
5.27 Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention .	28
5.28 Data Practices	28

Figures and Tables

Figure 1-1 Waste Management Hierarchy.....	2
Table 1-1 RFI Schedule of Events.....	4
Table 1-2 Point of Contact	4
Table 2-1 R&E Center Outputs (2021)	7
Table 2-2 Xcel Energy RDF/Proximate Analysis RDF Requirements	7
Table 2-3 R&E Center Actual RDF Volumes 2016 to 2021	8
Table 2-4 R&E Center RDF Characteristics	9
Table 2-5 Monthly Average BTU Generated from RDF	9
Table 2-6 R&E Center RDF Biogenic/Non-Biogenic Content	10
Table 2-7 R&E Center RDF Components	10
Table 2-8 R&E Center Actual Process Residue Volumes 2016 to 2021	11
Table 2-9 R&E Center Process Residue Characteristics.....	11
Table 4-1 Proposal Mailing Address.....	16
Table 4-2 Proposal Checklist.....	16

Attachments

Attachment 1	Solicitation Response Form
Attachment 2	Proposer Application for Designation of Trade Secret Information

1 RFI Introduction and Background

1.1 Introduction

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



Ramsey and Washington Counties have been evaluating alternate waste management technologies for nearly three decades. The R&E Board has continued that work to achieve environmental, economic, and social benefits for the Eastern Metro area of the Twin Cities.

Ramsey & Washington counties collectively have a total population of just over 823,000¹ and span a total of 593 square miles^{2,3} consisting of urban, suburban, and rural areas. The R&E Board owns and operates the Recycling & Energy Center (R&E Center) in Newport, Minnesota. The R&E Center receives and processes all the acceptable mixed municipal solid waste

(MSW) generated in the two Counties, and currently produces refuse derived fuel (RDF) and recovers certain recyclable materials. The R&E Board has authorized \$48 million in updates and additions to the R&E Center since 2016 to add capacity to remove food scrap bags (FSB) from MSW and a recyclables recovery system to remove additional recyclables from MSW. Plans for these materials and the remaining waste, now used to produce RDF, have taken shape through extensive research, facility site visits and discussion with technology providers. Opportunities to produce alternative products through modern conversion technologies include anaerobic digestion, gasification, and chemical recycling, among others. R&E is in the process of securing capacity for anaerobic digestion of FSB and an organic rich material (ORM) removed from MSW.

This Request for Information (RFI) is intended to solicit proposals from proposers capable of meeting the R&E Board's need for processing technologies and end markets for RDF from the R&E Center. The R&E Center intends to continue to produce RDF. This RFI is intended to find qualified vendors for management and marketing of RDF. Management of these materials may include but is not limited to combustion, chemical recycling, gasification, or pyrolysis. In production of RDF, the R&E Center also produces a Process Residue (6 inch minus heavies) that is currently landfilled and could also be made available to end markets under this RFI.

This RFI is part of a series of procurement requests that the R&E Board has issued since 2014 for the technology to manage the various materials from MSW at the R&E Center. The R&E Board intends to utilize information garnered throughout this process to negotiate an agreement(s) with vendor(s) to manage RDF from MSW from the R&E Center.

Proposers' responses will be evaluated based on the criteria described in this RFI. After proposals are received, the R&E Board may then, at its discretion, choose to enter into additional discussions/negotiations and potentially contract with the one or more proposer(s). This RFI and the selected proposal(s) in response to of this RFI 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 RFI and the successful proposal(s). For purposes of this RFI, the term "vendor," "contractor," "offeror," and "proposer" are considered to have the same meaning.

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 RFI:

¹ <https://mn.gov/admin/demography/data-by-topic/population-data/our-estimates/>

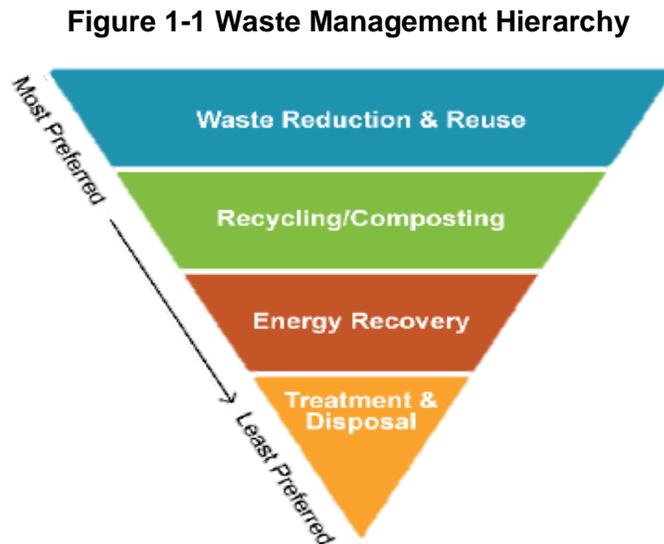
² <https://www.ramseycounty.us/your-government/about-ramsey-county>

³ <https://www.co.washington.mn.us/102/County-History>

- 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 RFI;
- Outlines the R&E Board's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFI; and
- Establishes a performance standard for the selected proposer(s).

1.2 Description of Solid Waste Management in the Counties

The R&E Board is a joint powers board comprised of Ramsey and Washington Counties (each a County, or collectively, the Counties), which are located in the eastern Twin Cities Metropolitan Area (East Metro) in Minnesota. The R&E Board purchased the R&E Center on December 31, 2015 and plans to continue to use it as a key component in converting MSW, and potentially other solid waste streams generated in the Counties, into resources. The R&E Board assists the Counties in implementing an integrated, regional solid waste management system in the East Metro aimed at implementing the Waste Management Hierarchy (Figure 1-1) as outlined in the Minnesota Waste Management Act (Minn. Stat. Chaps. 115A and 473, the Act).



Source: Ramsey County Solid Waste Management Master Plan 2018-2038

Combined with the implementation of waste designation (also known as flow control), a regulatory tool under the Act that allows counties to enact ordinances that require all or a portion of solid waste generated in the county to be delivered to a designated waste management facility, the R&E Board's operation of the R&E Center provides stability to the solid waste management system in the Counties, enables significant progress towards meeting recycling goals, reduces landfilling of waste, and increases recovery of energy and resources from waste.

The Counties have solid waste management plans in place as required by the State of Minnesota. These plans are aligned and continue to implement a fully integrated solid waste management system. The system is operated by a combination of public and private service providers.

The system includes extensive management of hazardous waste, and regulation by the Counties of businesses that generate hazardous waste. Both Counties provide convenient household hazardous waste collection services. A private sector system is in place to collect and properly manage problem materials such as batteries, tires, major appliances, mercury containing devices, etc. All residents in both Counties are served by curbside recycling services. Residents in both Counties have access to no-cost or low-cost yard waste collection services.

Source separated collection for organics/food waste is available at drop off sites in both Ramsey and Washington County, and access to curbside collection of food scraps through a Food Scrap Bag (FSB) co-collection program

is planned to be implemented in phases throughout 2023 and 2024. Essentially, all businesses are required by Minnesota law to recycle, and the R&E Board operates its BizRecycling program to assist businesses to implement or improve recycling services (www.BizRecycling.com and <https://recyclingandenergy.org/programs/>). The R&E Board oversees management of all MSW generated in the Counties for waste processing, production of RDF, and residual disposal. For more information, R&E Board policies, and reports are located at <https://recyclingandenergy.org/who-we-are-and-what-we-do>.

About 955,000 tons of material were reported as managed by the integrated system in 2021, with a 54% recycling rate. About 446,000 tons of MSW were available for processing in 2021. All tonnages are listed in short tons.

Currently, the RDF produced at the R&E Center is delivered to Xcel Energy's (Xcel) RDF electric generation units in Red Wing and Mankato, Minnesota, pursuant to a 10-year Refuse Derived Fuel Supply Agreement (the FSA) entered into by the R&E Board and Xcel effective January 1, 2018, where it is combusted to generate renewable energy pursuant to Minnesota energy law. The FSA requires the R&E Board to deliver 300,000 tons of RDF per year from 2023 to 2027.

The R&E Center is permitted to process up to 500,000 tons per year of MSW. With R&E Board ownership and the implementation of waste designation, MSW deliveries are expected to continue at 450,000 tons per year. Monthly delivery histories are available upon request. In an average year the R&E Center is expected to produce 350,000 tons of RDF. There is currently an estimated 50,000 tons per year of unobligated RDF until the FSA expires at the end of 2027. The R&E Board anticipates that a potential agreement or agreements resulting from this RFI will be executed to supply RDF to one or more RDF off takers effective January 1, 2028, or potentially sooner for the current 50,000 tons of unobligated RDF.

1.3 RFI Process

This RFI process is authorized pursuant to Minn. Stat. §473.811. The R&E Board will request proposals at which point vendors will have the opportunity to review the request and begin drafting proposals. A virtual pre-proposal conference will be held to further the understanding of this proposal and answer any immediate questions (see section 1.9). Vendors will then have an additional opportunity to submit official questions and receive answers published via addendum on the [R&E website](#). In-person tours of the R&E Center are available upon request by e-mailing the Point of Contact in Table 1-2. A virtual tour is available online on the R&E Board [website](#).

After the submission deadline the R&E Board will review proposals as described in the RFI, and if necessary, conduct interviews with qualified proposers. At the conclusion of the RFI, the R&E Board, in its sole discretion and for any reason, may or may not, select one or more finalists for contract negotiation based on the responses to this RFI.

1.4 RFI Schedule of Events

The following RFI Schedule of Events represents the best estimate of the schedule the R&E Board will follow. The R&E Board has performed extensive planning work and has planned to meet the dates described below. Proposers are encouraged to hold the 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 may occur at the discretion of the R&E Board and will be published via RFI Addendum.

Table 1-1 RFI Schedule of Events

Event	Estimated Date
Request for Information Released	November 21, 2022
Pre-Proposal Conference (see 1.9)	10:00am CST, December 14, 2022
Deadline for Questions from Vendors	4:00pm CST, December 28, 2022
Addendum for Questions/Answers Published	January 17, 2023
Deadline for Proposal Submissions	4:00pm CST, February 21, 2023
Vendor Interviews (if necessary)	Week of April 3, 2023
Proposers informed of selection	To be determined

1.5 Minimum Qualifications

For proposals to be evaluated and considered, 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 RFI, and proposers shall document and validate the capability to fully perform all requirements defined by the RFI. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the services defined by the RFI.

1.6 Incurred Expenses

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

1.7 Questions and Inquiries

It shall be the responsibility of the proposer to inquire about any portion of the RFI that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFI must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and proposers shall insert “End Markets for Refuse Derived Fuel (RDF) from the R&E Center Question” in the subject line. Oral communications will not be accepted. Table 1-2 provides the primary contact information.

Table 1-2 Point of Contact

Point of Contact
James Redmond jredmond@recyclingandenergy.org

Questions and inquiries related to this RFI, 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 1-2. Proposers shall not contact any other R&E Board, staff, or consultants with any questions or inquiries. Unauthorized

contact with personnel of the R&E Board other than staff listed in Table 1-2, may be cause for rejection of the proposer's response. The decision to reject a proposal is solely that of the R&E Board.

All questions must be received in writing in accordance with the RFI Schedule of Events in Table 1-1. Questions and answers will be issued in accordance with Section 1.10, Amendments and Addenda.

1.8 Clarification and Discussion of Proposals

The R&E Board may request clarifications and conduct discussions with any proposer who submits a proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the proposer's proposal.

1.9 Pre-Proposal Vendor Conference

A virtual Pre-Proposal Vendor Conference (Conference) will be held as indicated in Table 1-1.

Pre-registration is required by emailing the Point of Contact in Table 1-2 with the subject line "End Markets for Refuse Derived Fuel (RDF) from the R&E Center Conference". A recording of the Conference can be requested after the Conference in the same manner.

The format of the Conference will be an overview presentation of the RFI, its contents, the RFI

Schedule of Events, and additional topics. Vendors will be able to ask questions related to the RFI or the overall process. The R&E Board will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Conference, the R&E Board will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory but is strongly recommended.

In-person tours of the R&E Center are available upon request by e-mailing the Point of Contact in Table 1-2. A virtual tour is available online on the R&E Board [website](#).

1.10 Amendments and Addenda

All clarifications and RFI revisions will be documented in an addendum and published to the R&E Board's [website](#). The R&E Board will attempt to publish periodic addenda on a timely basis between the RFI publishing date and the date of the final addendum as indicated in Table 1-1 and as needed.

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 R&E Board reserves the right to revise the RFI prior to the deadline for proposal submissions in accordance with the RFI Schedule of Events in Table 1-1. Revisions shall be documented in an addendum and published to the R&E Board [website](#).

2 Scope of Services

2.1 Purpose

The R&E Center intends to produce RDF plus three additional outputs after 2022: source separated organics in heavy duty compostable bags, a 2-inch minus organic rich material (ORM), and process residue. This RFI is intended to find qualified Vendors to accept RDF. Process residue (a 6-inch minus heavy fraction from the production of RDF) is also available. Management of the RDF and process residue may include but is not limited to: combustion to produce energy, gasification, pyrolysis, chemical recycling, palletization, or other processes.

The R&E Board is seeking Vendors that currently own and/or operate facilities of the management type proposed with a proven throughput of 20,000 tons per year or more located preferably in North America. Reference facilities should manage similar materials to the RDF planned to be provided by the R&E Center as described herein.

The R&E Board encourages all interested and qualified Vendors to submit proposals pursuant to this RFI for the development, siting, ownership, and operation of technologies and facilities in or near the East Metro that would utilize RDF and/or process residue produced at the R&E Center. The R&E Board intends to provide RDF and/or process residue as feedstock for the selected Vendor(s). Proposers should note that the R&E Center, and the site on which it sits, will not be available for use by the proposer.

The R&E Board prefers private ownership and financing for project technologies and facilities. However, the R&E Board will review different options for including public ownership and/or financing proposed by Vendors provided the specifics of their offering. The R&E Board is not interested in operating the technology or facility proposed by any Vendors.

2.2 Project Goals

The proposer shall consider the following goals of the R&E Board:

1. The project(s) will support the integrated solid waste management system and solid waste management plans of Ramsey County and Washington County.
2. The project will minimize the negative environmental health impacts of Mixed Municipal Solid Waste (MSW) management, including minimizing anthropogenic and biogenic greenhouse gas and criteria pollutant emissions.
3. The R&E Board will ensure adequate local organics capacity for organic wastes managed from the two counties.
4. The R&E Board preference is for private financing, ownership, development, and operation of a proposed facility. However, R&E Board would consider a project that is R&E Board financed and/or owned.
5. The project will be located on a site secured by the proposer, acceptable to the R&E Board. The R&E Board and its member counties may consider providing a site as an alternative option.
6. The project will commence full operations within five years of contract execution, contingent upon timely federal, state, and local approvals.

2.3 Background

The R&E Board has been engaged in policy development to achieve environmental, economic, and social benefits through the R&E Center since 2013. The R&E vision, “vibrant, healthy communities without waste,” is being pursued in several phases. While R&E activities and each county’s programs partner to work upstream, preventing waste and increasing source separation of recyclables, the R&E Center has also been redesigned and repurposed to recover more value from waste.

Recovering more value from waste has progressed since the R&E Board purchased the R&E Center in 2015. R&E intends to continue with modifications to the R&E Center to recover more value from waste. The work already completed includes construction of the new building addition to streamline the bulky waste loadout area,

provide space for metals recovery from mattresses, and provide storage space, creating room for further enhancements.

The R&E Center is also exploring new technology. Installation has been completed for a robotic separator to quality control sort the non-ferrous metals that are removed from the MSW to improve the quality/purity of the used beverage containers and improve the value of the nonferrous metal at market.

The R&E Board is in the process of installing and commissioning additional processing enhancement upgrades to accommodate separation of source-separated organics (Food Scrap Bags) and separation of high-value recyclables and the organic fraction (2-inch minus – Organic Rich Material) from the MSW. The R&E Board is currently in negotiations for composting and anaerobic digestion capacity to manage the Food Scrap Bags and Organic Rich Material from these upgrades.

Table 2-1 includes a general breakdown of the main inputs and outputs from the R&E Center in 2021 (not all inputs or outputs are included in Table 2-1). In 2021, the R&E Center received 445,602 tons of MSW.

Table 2-1 R&E Center Outputs (2021)

Material	2021
RDF Produced (tons)	305,608
Non-Ferrous (tons)	873
Process Residue (tons)	23,840
Ferrous (tons)	12,266
Bulky Waste Residue (tons)	38,735

2.4 Description of Current Refuse Derived Fuel (Biogenic/Non-Biogenic)

The R&E Center currently produces RDF as an end-product. RDF is combusted in two Xcel Energy former coal combustion plants located in Red Wing and Mankato to generate renewable electricity. The current contract with Xcel Energy expires on December 31, 2027. Table 2-2 shows the RDF characteristics required in the current contract with Xcel Energy. The R&E Center has met these requirements and has not had any loads rejected. Table 2-3 shows RDF volumes since purchase of the R&E Center by the R&E Board in 2016.

Table 2-2

Xcel Energy RDF/Proximate Analysis RDF Requirements

	Minimum	Average	Maximum
BTU/lb.	5000	5000-5500	As determined by Operating Committee
Moisture	N/A	25%	40%
Particle Size	N/A	8" x 8"	12" x 12"
Ash (Dry)	N/A	15%	20%

Table 2-3

R&E Center Actual RDF Volumes 2016 to 2021

Year	2016	2017	2018	2019	2020	2021
RDF Produced (tons)	357,027	324,965	329,468	346,472	308,182	305,608

In anticipation of RDF being utilized in potentially alternative markets and uses, the R&E Center has been conducting analysis of the biogenic and non-biogenic content of the RDF utilizing [ASTM Standard D6866-18](#): Standard Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis. Table 2-4 shows R&E Center RDF Characteristics. The R&E Center does not guarantee the future composition of RDF due to plans to install a Recyclables Recovery System to remove Organic Rich Material (2-inch minus) from some MSW and removal of food scraps from the waste utilizing Food Scrap Bags. Table 2-5 monthly average BTU generated from RDF from the R&E Center. Table 2-6 shows the current data pertaining to the biogenic and non-biogenic content of the RDF. Table 2-7 shows the RDF Components Characterization. Samples of RDF are available upon request via email to the Point of Contact in Table 1-2. Quantities of 1 gallon to 1 gaylord will be supplied. Requestor must pay shipping costs from the R&E Center to the requested location.

The R&E Board seeks Vendors that can utilize 20,000 tons or more annually of RDF. The R&E Board seeks Vendors that can process all or a portion of available RDF. The FSA with Xcel Energy requires the R&E Board to deliver 300,000 tons of RDF per year through December 31, 2027.

Currently, the R&E Board delivers the RDF produced at the R&E Center to Xcel Energy's RDF electric generation units in Red Wing and Mankato, Minnesota pursuant to a 10-year Refuse Derived Fuel Supply Agreement (FSA) entered into by the R&E Board and Xcel effective January 1, 2018, where it is combusted to generate renewable energy pursuant to Minnesota energy law.

MSW deliveries are expected to continue at 450,000 tons per year. In an average year the R&E Center is expected to produce 350,000 tons of RDF. From 2023 to 2027, there will be an estimated 50,000 tons per year of unobligated RDF. The R&E Board agreement with Xcel expires at the end of 2027.

The Vendor must guarantee to manage the amount of material contracted by the R&E Board with delivery and acceptance requirements for both parties. However, this RFI is not intended to prevent the Vendor from accepting materials from other sources.

**Table 2-4
R&E Center RDF Characteristics**

	October 2016	March 2017	May 2017	August 2017
Moisture Content (%)	33.18	30.19	30.50	34.70
Percent Fines (<6mm, %)	12.68	17.25	6.19	8.99
Carbon Content (%)	43.21	46.31	42.12	46.34
H (%)	12.50	22.34	17.90	6.60
N (%)	0.35	0.48	0.43	0.82
Inorganics (%)	19.40	23.94	18.56	16.07
Calorific value (BTU/lb. dry material)	9322	8226	7479	7917
BMP (mL CH ₄ /g)	Not Tested	Not Tested	Not Tested	Not Tested

**Table 2-5
Monthly Average BTU Generated from RDF**

Monthly Average Btu/lb.	
Month	Monthly Avg Btu/lb.
Jun-21	6715
Jul-21	5617
Aug-21	5862
Sep-21	6560
Oct-21	6404
Nov-21	6590
Dec-21	6483
Jan-22	6813
Feb-22	5271
Mar-22	5416
Apr-22	6890
May-22	5871
Jun-22	7601
Jul-22	6838

**Table 2-6
R&E Center RDF Biogenic/Non-Biogenic Content**

Sample	Sample Day	Percent Biogenic Carbon Content (%)	Percent Non-Biogenic Carbon Content (%)
Summer 2019 Sample 1	Monday	63%	37%
Summer 2019 Sample 2	Tuesday	80%	20%
Summer 2019 Sample 3	Wednesday	62%	38%
Summer 2019 Sample 4	Thursday	74%	26%
Summer 2019 Sample 5	Friday	73%	27%
Fall 2019 Sample 1	Monday	62%	38%
Fall 2019 Sample 2	Tuesday	29%	71%
Fall 2019 Sample 3	Wednesday	61%	39%
Fall 2019 Sample 4	Thursday	39%	61%
Fall 2019 Sample 5	Friday	70%	30%
Winter 2020 Sample 1	Monday	90%	10%
Winter 2020 Sample 2	Tuesday	86%	14%
Winter 2020 Sample 3	Wednesday	72%	28%
Winter 2020 Sample 4	Thursday	74%	26%
Winter 2020 Sample 5	Friday	57%	43%
Average		66.1%	33.9%

**Table 2-7
R&E Center RDF Components**

Material	Date	Material (% of Investigation)				Mean
		7/2021	10/2021	1/2022	4/2022	
Paper		34.00%	31.12%	39.40%	32.02%	34.13%
Fine		28.94%	20.05%	19.49%	25.04%	23.38%
Wood/Organic		8.52%	9.43%	5.87%	9.34%	8.29%
Plastic - Film		9.16%	9.02%	14.44%	14.36%	11.75%
Plastic - Rigid		6.77%	4.93%	4.09%	5.12%	5.23%
Polyester/Fabric/Plastic Strands		6.69%	20.02%	12.78%	9.34%	12.21%
Glass/Ceramic/Stone		1.90%	1.36%	0.41%	0.27%	0.99%
Metal		1.83%	1.51%	1.83%	2.00%	1.79%
Plastic - Foam		1.36%	0.33%	0.58%	1.32%	0.90%
Rubber/Latex/Nitrile/Etc.		0.84%	2.22%	1.11%	0.75%	1.23%
TOTAL						100%

2.5 Description of Process Residue (Optional Material)

The R&E Center currently produces process residue as an end-product. Process residue is currently landfilled. Table 2-8 shows process residue volumes since the purchase of the R&E Center by the R&E Board in 2016.

Table 2-8

R&E Center Actual Process Residue Volumes 2016 to 2021

Year	2016	2017	2018	2019	2020	2021
Process Residue Produced (tons)	17,929	26,423	19,121	16,487	23,292	23,840

As an alternative proposal or in addition to RDF markets, the R&E Board seeks Vendors that can utilize some or all, of the process residue in addition to RDF. The R&E Board seeks Vendors that can process all or a portion of available process residue. Currently all process residue is landfilled.

The Vendor must guarantee to manage the amount of material contracted by the R&E Board with delivery and acceptance requirements for both parties. However, this RFI is not intended to prevent the Vendor from accepting materials from other sources.

Table 2-9

R&E Center Process Residue Characteristics

	October 2016	March 2017	May 2017	August 2017
Moisture Content (%)	26.61	33.88	38	37.1
Percent Fines (<6mm, %)	28.31	6.79	11.39	9.76
Inorganics (%)	Not Tested	16.92	41.19	Not Tested
BMP (mL CH ₄ /g)	110.1	Not Tested	109.72	Not Tested

2.6 End Product & Offtake Preferences

The R&E Board anticipates that electricity, heat, chemicals, fuel, digestate or other end products can be produced from RDF. The R&E Board is open to any and all beneficial reuse options. The R&E Center intends to provide RDF and process residue (optional) in an “as-is state” to be further processed (if necessary) by the manufacturer to create end products. The Vendor should describe their processes and end products in the proposal response.

2.7 Financing & Economics

The R&E Board is seeking Vendors that currently own and/or operate a facility that can demonstrate the technology that is proposed by the Vendor. The R&E Board intends to provide all feedstock materials, RDF in an “as-is state”. However, the Vendor may provide a preferred quality specification for the RDF.

The R&E Board anticipates having one or more agreements with one or more Vendors, with specific volumes, pricing, and other terms to be negotiated and finalized in such agreements. An agreement to accept feedstock materials from the R&E Board will not preclude the Vendor from obtaining additional feedstock materials from other suppliers.

2.8 Experience

The R&E Board prefers a Vendor with previous permitting and siting experience within North America. However, this should not preclude Vendors with similar facilities outside of North America from proposing. The Vendor or Vendor Team should meet all requirements as described further in the RFI.

3 Proposal Evaluation and Award

3.1 Evaluation Process

Advisory teams assembled by the R&E Board, including technical, financial, and legal advisors as appropriate, will evaluate the proposals. A proposal that does not contain all information required by this RFI will not be evaluated further. Advisory teams will then review the proposals and recommend a ranking of proposals using the criteria described in Section 3.2. Utilizing procurement policies and procurement statutory authority under MN Stat. Sec. 473.811, the R&E Board intends to pursue contract negotiations with selected proposer(s).

The R&E Board may request additional information or clarification of proposals. Such clarifications or information received will be considered a part of the proposal. The R&E Board hereby reserves the right to select the particular response(s) to this RFI that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below. The R&E Board also reserves the right to negotiate with more than one proposer as well as not to pursue contracts with any proposers. Further, the R&E Board shall not have any contractual obligations to any proposers to this RFI unless and until the R&E Board enters into a binding contract with a proposer or proposers.

3.2 Evaluation Criteria

The advisory teams assembled by the R&E Board will evaluate proposals based on the following criteria:

Technical/Operational:

- ◆ Proposer's demonstrated experience in project development, permitting, design and construction, and operation of proposed facilities;
- ◆ Proposer's demonstrated experience in marketing and selling the products (or similar products) to be produced;
- ◆ The proven commercial viability of the technology and the responsiveness of the proposer's technical proposal;
- ◆ The scalability and adaptability of the technologies and facilities proposed and overall approach and fit to the RDF (or process residue) produced by the R&E Center;
- ◆ Proposer's proposed project schedule; and
- ◆ Proposer's comprehensive identification of and approach to siting and permitting requirements and issues.

Financial:

- ◆ Proposer's demonstrated financial strength and ability to finance the capital costs, including construction (if required) and operation of the facilities proposed;
- ◆ The contractual terms and price to be offered to or requested from the R&E Board;
- ◆ Project economics and funding; and
- ◆ Innovative ideas to reduce the expected initial or ongoing costs and environmental impacts of the project.

3.3 Notice of Intent to Negotiate

After review of all RFI submissions, R&E Board may choose, but will not be obligated to, issue a written Notice of Intent to Negotiate to one or more proposer(s). The scores and placement of proposers will not be part of the Notice of Intent to Negotiate.

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

3.4 Negotiations and Contract Execution

The R&E Board reserves the right to negotiate the final terms and conditions of an End Markets or Feedstock Supply Agreement, and potentially related agreements. In the event the R&E Board and the vendor are unable to agree upon all contract provisions, the R&E Board reserves the right to cease negotiations, continue negotiations with other vendor(s), or to reject all proposals.

3.5 Contracting Ethics

It is a breach of ethical standards for any person to offer, give, or agree to give any R&E Board employee or Committees, Commissions, and Board person, or by R&E Board Policy, for any R&E Board employee, or Committees, Commissions, and Board 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.

The successful proposer(s) shall not assign any interest in a contract and shall not transfer any interest in the same without the prior written consent of the R&E Board.

3.6 No Obligation, Right of Rejection, and Multiple Award

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

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

The R&E Board further reserves the right to contract for all, some or none of the services included in this RFI or a proposer's proposal. In addition, the R&E Board reserves the right to make one or more contracts to competing proposers for subsets of functionality as a result of this RFI. The R&E Board reserves the right to negotiate with one or more proposers, sequentially or concurrently.

The R&E Board reserves the right to reject any proposal determined to be non-responsive. The R&E Board also reserves the right to refrain from entering into a contract if the R&E Board determines it to be in its best interest.

4 Submittal Response Format

4.1 General Instructions

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

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

The R&E Board reserves the right to cancel this solicitation or to change its scope if it is in the best interest of the R&E Board. The R&E Board reserves the right to waive irregularities in the proposal content or to request supplemental information from proposers.

Proposers must address all information specified by this RFI. All questions must be answered completely. The R&E Board reserves the right to verify any information contained in the proposer's RFI response and to request additional information after the RFI response has been received. The proposer will be responsible for conducting any and all studies, investigations and tests necessary to prepare its proposal.

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

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 1.1, RFI Schedule of Events. Proposals received by the R&E Board after this deadline will not be accepted. Late proposals will not be opened and may be returned to the proposer at the expense of the proposer or destroyed if requested.
2. Companies may propose alone or as part of a proposal team with other companies; however, one legal entity shall be listed as the lead proposer and shall ultimately be the contracting entity with the R&E Board, and it shall be financially responsible for its subcontractors.
3. Contents of the proposal are limited to a one-page transmittal letter, a five-page Executive Summary, and a proposal (items 4.3 through 4.13) not to exceed 30 pages. Marketing brochures included as part of the main body of the RFI response shall 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 proposer's answers in the body of the proposal, the latter will prevail.
4. Proposer shall submit, in one package, all of the following items:
 - a. A transmittal letter (not to exceed one page) stating the intent to propose in response to the R&E Board's RFI, the legal name of the lead proposer, contact name, telephone number, email address, and mailing address. The letter shall indicate the proposer's intent to proceed in good faith. The letter shall also clearly state the quantities of RDF and/or process residue the proposer is proposing to accept.
 - b. One original hard copy of the complete proposal.
 - c. One original hard copy of the completed Solicitation Response Form.
 - d. One original hard copy of the Application for Designation of Trade Secret Information (if applicable).

- e. One hard copy of the Executive Summary of the proposal.
 - f. One flash drive containing the proposal with the exception of Section 4.11 information (Facility Economics and Financing).
 - g. One flash drive containing only the Section 4.11 information (Facility Economics and Financing).
5. The mailing address for proposals is contained in the following table.

**Table 4-1
Proposal Mailing Address**

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

6. The following table contains the organization guidelines for Proposal responses.

**Table 4-2
Proposal Checklist**

Proposal Section	RFI Section Number
Transmittal Letter	4.1,4.a
Executive Summary	4.2
General Company Information	4.3
Acceptable Materials	4.4
Description of Technology	4.5
Description of Operations	4.6
Description of Materials Management	4.7
Marketing Information and Experience	4.8
Environmental Permits and Controls	4.9
Reference Facility	4.10
Facility Economics and Financing	4.11
Project Siting, Permitting, and Timelines	4.12
Application for Designation of Trade Secret Information	4.13

4.2 Executive Summary

Provide an Executive Summary (not to exceed five pages) that summarizes the key features of the proposal. The Executive Summary should explicitly state the type of material (RDF or process residue), quantities of material, the vendor is proposing to accept.

4.3 General Company Information

Each proposer should provide general information on the lead company, as well as information on any affiliated company/organization and/or parent company/organization that may provide financial backing or guaranty associated with the proposal. Also, provide a brief description of any project partner companies.

The company information should include:

- ◆ Business structure of the proposer (e.g., corporation, partnership, sole owner, joint venture, LLC, etc.) and year founded.
- ◆ Ownership structure of the proposer.
- ◆ The address and physical location of the proposer's corporate office and the office(s) responsible for providing the potential methods, facilities, or approaches.
- ◆ Name, address, email address, and telephone number of the proposer's contact person.
- ◆ List of key personnel, including individual experience profiles or resumes.
- ◆ Number of years the business has operated under its present name. If this business has a parent company, has done business under other names, or is doing business under other names, list the parent company (including its address, phone number, email address, and website) and names of the other businesses under which proposer has done or is doing business.
- ◆ A list of all partners in the proposed project. Indicate if the partner is a Minnesota-based company and if so, their location(s) in Minnesota.
- ◆ A discussion of the status of personnel that would be devoted to the Project, and the level of time commitment of the personnel to the Project, taking into account other existing projects.
- ◆ Details on how the proposed team has worked together in the past. If the team has not collaborated in the past, please provide the organizational structure and a description of how decision-making will occur within the organization.

4.4 Acceptable Materials

R&E is seeking a turnkey operation where RDF and/or process residue will be accepted as delivered and the vendor is responsible thereafter. If there are requirements of R&E for any specifications or processes beyond delivery as currently produced, please provide details and estimated costs to R&E.

4.5 Description of Technology

Each proposer should include a detailed narrative describing the following:

- ◆ A detailed description of the proposed technology or technologies
- ◆ Provide a detailed description of products to be created and the proposed markets for such products.
- ◆ Provide an accompanying schematic process flow diagram to illustrate the narrative description.
- ◆ Describe how materials will be received including loading infrastructure requirements and any pretreatment requirements.
- ◆ Conceptual drawings of proposed facility. A drawing(s) for an existing, comparable facility is acceptable.
- ◆ The amount of acreage required to develop the proposed facility or facilities, and status of siting.
- ◆ Describe what outside utilities will be required to operate at facility capacity – water, sewer, electric and natural gas, and status of discussion of needs with such utilities, including quality and quantity expectations.

- ◆ The expected operational life of the major equipment and technology.
- ◆ Information on redundancy and back-up if equipment malfunctions. If redundancy of the system does not exist, provide other arrangements proposer has made to guarantee access to R&E for management of materials.

4.6 Description of Operations

Each proposer should include a detailed narrative describing the following:

- ◆ The proposed facility's daily capacity, weekly and annual processing and storage capacity, accounting for planned and unplanned maintenance and outages.
- ◆ Describe how material will be managed during planned and unplanned outages.
- ◆ Daily operations of the proposer's facility.
- ◆ Provide the proposed hours of operation.
- ◆ Describe the unit capacities to meet the overall facility capacity.
- ◆ Describe whether unit capacities and facility capacities are comparable to existing applications of the technology, or how scale-up will be achieved.
- ◆ Provide a discussion of transportation of materials in and out of the facility.
- ◆ Describe the type of equipment necessary for material delivery (i.e., walking floor trailers, transfer trailers, etc.).
- ◆ Describe any potential nuisance issues (including but not limited to noise, odor, traffic) with the facilities, and mitigation plans for nuisance issues.
- ◆ Staffing plan, including approach to diversity goals and prevailing wages.
- ◆ Additional detail on generation, composition, and management of process residuals/waste by-products, including opportunities for recovery and reuse.
- ◆ Describe if there is an intention to obtain additional feedstocks for the proposed project. Provide information on progress in obtaining additional feedstocks for the Project.
- ◆ Are there additional partners/contracts already negotiated to ensure full capacity of the facility is utilized? If so, provide entity name, contact name, and details of negotiated contracts.
- ◆ Are additional feedstocks needed as part of the process (e.g., unprocessed MSW)? Describe the materials, and steps taken to secure the feedstocks.

4.7 Description of Materials Management

Each proposer should include the following:

- ◆ Provide a mass balance of inbound materials to outputs.
- ◆ Describe the type and amount of product(s) produced.
- ◆ Describe proposed and potential beneficial uses of any residual materials and/or the quantity and quality of the residue that would require landfill disposal and/or incineration, including identification of the source of that residue in the process and planned outlet for the residue.
- ◆ Describe the facility design and operational measures to be taken to conform to anticipated environmental requirements.

- ◆ Include all anticipated emissions and management of such emissions. For example, describe anticipated air pollution control devices and their effectiveness, noise and odor abatement measures, means to reduce consumptive water use and process wastewater discharge, stormwater management, and measures to reduce the visual impact of the facility.
- ◆ Describe generally the types of permits and licenses expected to be needed to develop the facility and implement the technology. Include which entities must issue the permits and/or licenses, and a proposed permit issuance timeline. Note that the proposer shall be fully responsible for all permitting requirements regardless of the listing, or lack thereof, in the proposal.
- ◆ Describe the project's ability to scale/transition based on changes to the quantity and quality of RDF produced at the R&E Center.
- ◆ Is the proposer able to process the RDF and/or process residue in an "as is" state? Describe any specifications that need to be met for current RDF and/or process residue to be processed by the proposer (e.g., moisture, sizing, etc.).
- ◆ If the proposer's facility accepts other materials for processing, how will the proposer ensure there is capacity available for the R&E Center materials.

4.8 End-Products Marketing Information and Experience

Each proposer should include a detailed narrative describing the following:

- ◆ Facility marketing plan, including all potential products and expected revenues by product (unit-price basis).
- ◆ For each product produced, identify in general terms the expected market, and describe the anticipated strength and financial viability of that market.
- ◆ Describe contingency plans for market fluctuations for products.
- ◆ Experience in marketing products from existing facilities.
- ◆ Explain any contract or process for attaining local outlets or markets for your products in this region.
- ◆ Describe any required R&E Board support needed for market development.
- ◆ Further details on markets and end uses for products from RDF and/or process residue. Provide further information on how products are currently marketed and sold.
- ◆ Describe the long-term availability of markets for the products produced.
- ◆ Further details on the largest similar operating (reference) facility.
- ◆ Copies of existing/proposed agreements for products produced.
- ◆ Confirm that no hazardous wastes or by-products will be produced by the Project, or, if any waste or byproducts will be hazardous, describe type, volumes, and how the material will be managed.

4.9 Environmental Permits and Controls

Each proposer should include a detailed narrative describing the following:

- ◆ Please list any expectations of permitting or siting support by the R&E Board.
- ◆ Minnesota has a program called [Minnesota Business First Stop](#) available for permitting assistance. Have you reached out to Minnesota Business First Stop for permitting assistance?

4.10 Reference Facility

Each proposer should include information on reference facilities to demonstrate the proposer's experience and capabilities and the proposed technology's viability in enough detail to satisfy the requirements of this RFI. Information may be provided on up to three facilities and should focus on facilities processing the same type and quantity RDF and/or process residue as defined in this RFI. If applying as multiple entities, the reference facility should be of one or more of the entities involved in the proposal. References should demonstrate the proposer's experience and capabilities and the proposed technology's viability in enough detail to satisfy the requirements of this RFI.

For each operating reference facility, provide the following information, including additional information as necessary within the submission. The R&E Board preference is for reference facilities located in North America.

- ◆ Facility name, location, owner, and operator.
- ◆ The scale of the facility (e.g., demonstration/pilot, commercial) and how long the facility has been operational (years, hours/year, etc.).
- ◆ Unit size (in tons per day) and number of units.
- ◆ Design and actual operating throughput.
- ◆ Describe all feedstock accepted, source of feedstock, and contamination maximums or tolerances. Percentages of each must be provided.
- ◆ End-products/outputs produced, including quantities of each, use of each, and disposition of all end products including contaminants. Generally describe any off-take agreements.
- ◆ Status of facility (e.g., operating, under construction).
- ◆ Detailed description of process and facility system.
- ◆ Operating history (e.g., date commissioned, period of operation, operator, availability over the past three years).
- ◆ Major problems/shutdowns and lessons learned.
- ◆ Environmental permits, inspection and compliance status including initial permitting timeline.
- ◆ Primary revenue sources.
- ◆ Relationship of proposer to the reference facilities.

4.11 Facility Economics and Financing

Each proposer must include, in a separate envelope, a detailed narrative describing their base economic proposal, including the following:

- ◆ A proposed price range per ton in US dollars and an escalation index for RDF and/or process residue. Include proposed material fee structure and components, along with incentives to improve the economics for the R&E Board. Include a discussion on whether Proposer would offer a "most favored nation" pricing clause.
- ◆ A discussion on Proposer's willingness to provide flexible pricing on RDF in relation to any carbon or renewable credit or offset markets, as well as other potential incentives that could mutually benefit both parties and assist a flexible pricing approach.
- ◆ Guarantees and/or key contractual terms to be offered to or required of the R&E Board.

- ◆ If applicable, proposed ownership of RECs (Renewable Energy Credits), RINs (federal Renewable Identification Numbers for renewable transportation fuels), and any other such green credits (such as state credits). Describe the degree the project financial plan relies upon such credits.
- ◆ Proposer's most recent financial statements or auditor's letter characterizing the financial capacity available for the project.
- ◆ Ability to privately finance the proposed project and the type of financing to be utilized.
- ◆ If available, planning-level cost and pricing estimates, including design and construction cost, transportation, operating costs, and product revenue (by product).
- ◆ If available, a breakdown of expected operating costs including labor, utilities, chemicals, maintenance and repair, capital repair and replacement, and residuals disposal costs.
- ◆ Proposed initial tipping fee based on a ten-year agreement with an option for a ten-year renewal.
- ◆ Minimum charge, if any, for providing capacity to R&E.
- ◆ Discussion of how long-term markets for end-products will be ensured.
- ◆ Discussion of potential use of RINs or other carbon or renewable credits or offsets in the Project's revenue stream and overall economics, particularly as they affect pricing to R&E.
- ◆ Examples of existing/proposed agreements with manufacturers of end-products, and/or other information on how Proposer is currently producing and marketing RDF and/or process residue products.
- ◆ Discussion of anticipated revenue sharing to R&E for any proposed end use products.
- ◆ The estimated sources and uses of funds for the Project.
- ◆ Planning-level cost estimates for the capital project (hard and soft costs).
- ◆ A detailed explanation of Proposer's anticipated capital funding program for the project, including expected arrangements with equity partners and lenders.
- ◆ An explanation of any outstanding financial covenants in your firm's existing debt and/or equity structures that would influence the project financing program.
- ◆ A description of funding commitments, guarantees, and/or other financial resources that demonstrate Proposer's ability to fund the Project in full.
- ◆ A ten-year operating proforma with line-item detail on projected revenues, expense, and cashflows – and with descriptions of all material assumptions (e.g., labor utilities, chemicals, transportation, maintenance, debt service).
- ◆ The proposer should provide the cost/value used in providing financial estimates related to utilities in their proposal. A narrative on how the cost/value was determined should also be provided.

4.12 Project Siting, Permitting, and Timelines

Please provide:

- ◆ Project location or potential options explored or being explored for Project location.
- ◆ Further description of permits needed and the approach to completion of the permitting processes.
- ◆ A discussion of whether the Project is likely to require approval under Minnesota's environmental review process through an Environmental Assessment Worksheet or and Environmental Impact Statement prior to completion of the permitting process, and, if so, how the environmental review process will affect the Project's permitting and overall timelines.

- ◆ A list of Project siting and/or permitting items for which Proposer requests R&E Board collaboration.
- ◆ If information is available on Greenhouse Gas emissions or reductions is available, please provide.
- ◆ Provide plan for siting of project including community engagement and environmental justice consideration.
- ◆ Include timelines for permitting, construction, initial operation and project ramp-up as applicable.
- ◆ Provide an approximate month and year for initial acceptance of RDF and/or process residue that Proposer is willing to guarantee in an agreement. Note: R&E is willing to consider a phased approach, proposers should provide a description of the phased-in approach in their proposal.

4.13 Application for Designation of Trade Secret Information

A section of the Proposal should be a completed Application for Designation of Trade Secret Information – Attachment 2, if applicable. Except for trade secrets and confidential information which the proposer identifies as proprietary, all proposals will be open for public inspection after the contract award. Each Proposer shall fill out the Proposer Application for Designation of Trade Secret Information form to request data 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.

5 Solicitation and Contract Terms and Conditions

5.1 Contract Approval

This RFI does not, by itself, obligate the R&E Board to award a contract. The R&E Board's obligation will commence following the R&E Board's approval of a contract. The R&E Board will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the R&E Board.

5.2 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.

5.3 Possession of Firearms on R&E Board Premises

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

5.4 Indemnification and Hold Harmless

The vendor will 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 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 an agreement.

5.5 Insurance Requirements

The proposer agrees that in order to protect itself, as well as the R&E Board, under the indemnity provisions set forth above, it will at all times during the term of an agreement, keep in force insurance coverage that would typically be required of a facility similar to vendor's. This shall include: commercial general liability, automobile, workers' compensation, pollution. The amounts of coverage required by R&E shall be determined prior to the effective date of an agreement. All lines of coverage (except Professional Liability if applicable) shall show R&E Board, its officials, employees, and agents as an additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the Hauler, using ISO endorsement form CG 20 26 and CG 20 37 or the equivalent. Primary and non-contributory language must be so noted on the Certificate of Insurance. Waiver of Subrogation is required and must be so noted on the Certificate of Insurance. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the R&E Board. (10 day notice for non-payment of premium.)

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

5.6 Termination

The R&E Board may immediately terminate an agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law

relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the R&E Board upon the commencement of such proceedings or other action.

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

The R&E Board may terminate the 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 the agreement, up to and including the effective date of termination.

5.7 Merger

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

5.8 Conflict of Interest

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

5.9 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.

5.10 Proposer's Certification

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

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

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

5.11 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals.

5.12 Amendment/Withdrawal of Proposals

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

5.13 Contract Modifications

Any material alteration, modification or variation in a contract 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.

5.14 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, MN Stat. Sec. 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the R&E 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.

5.15 Performance

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

5.16 Subcontractors

The proposer shall not enter into any subcontract for performance of any services contemplated under an 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 proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the R&E Board's request:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. Type of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing;
5. Evidence, as set out in the relevant section of this RFI, that the subcontractor is registered and, if applicable, holds a valid State of Minnesota business license;

6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract; and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFI and is financially liable, without exception, to the R&E Board for all services contracted by the proposer under this RFI.

The proposer's failure to provide this information, within the time set, may cause the R&E Board to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the R&E Board's Project Manager or contract administrator designated by the R&E Board. If the proposer subcontracts the obligations under an agreement, the proposer shall be responsible for the performance of all obligations by the subcontractors.

5.17 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 1-2 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 RFI 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.

5.18 Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFI, and all reports, charts and proposal or referencing information submitted in response to this RFI, shall become the property of the R&E Board, and will not be returned. The R&E Board will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a government entity, the R&E Board is subject to making records available for disclosure, and may also keep certain information non-public, pursuant to the Minnesota Data Practices Act, MN Stat. Chap. 13.

5.19 Contract Negotiation

After final evaluation, the R&E Board may negotiate with the offerors of one or more proposals. Negotiations, if held, will be based upon the scope of the RFI and proposal. If any proposer fails to negotiate in good faith, the R&E Board may terminate negotiations and negotiate with other proposers.

It is possible such negotiations could be conducted remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at R&E Board offices, and the offeror will be responsible for all costs including its travel and per diem expenses.

5.20 Failure to Negotiate

If a selected proposer:

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

the R&E Board may terminate negotiations with proposers initially selected and continue or commence negotiations with other proposer(s). At any point in the negotiation process, the R&E Board may, at its sole discretion, terminate negotiations with any or all proposers.

5.21 Non-Discrimination Clause

During the performance of an 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 MN Stat. Sec. 181.59. The Contractor's failure to comply with MN Stat. Sec. 181.59 may result in cancellation or termination of the agreement.

5.22 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 the agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Ramsey or Washington Counties.

5.23 Non-Collusion Statement

Proposers shall complete and sign the non-collusion statement as a part of the Solicitation Response Form in Attachment 1 and include it with their proposal.

5.24 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 pandemics, 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 the contract.

5.25 Policy Compliance

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

5.26 Public Information

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFI, and all reports, charts and proposals or referencing information submitted in response to this RFI shall become the property of the R&E Board and will not be returned. The R&E Board will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the R&E Board is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and proposers, including the proposers ultimately awarded contracts, shall cooperate in complying with such public disclosure laws at no additional cost to the R&E Board.

In the event any proposer designates materials within its proposal confidential and/or proprietary and therefore not subject to release pursuant to public record disclosure laws, and if the R&E Board, its employees, and/or its officials are then named in or subjected to legal action based on its refusal to disclose such materials designated confidential and/or proprietary by the proposer, proposer agrees to indemnify, hold harmless, and defend the R&E Board in any such action brought against it regarding the R&E Board's refusal to release such proposer-designated materials pursuant to a public records request.

5.27 Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention

Pursuant to MN Stat. Sec. 16C.05 subd. 5, the proposer will:

- ◆ Maintain records which reflect all revenues, costs incurred, and services provided in the performance of an agreement.
- ◆ Agree that the R&E Board, the State Auditor, or legislative auditor, 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 an 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 the agreement.

5.28 Data Practices

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the proposer, shall be governed by the MN Data Practices Act, MN Stat. Chap.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 its corresponding 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.



Attachment 1

Solicitation Response Form



Solicitation Response Form

Solicitation Title: End Markets for Refuse Derived Fuel (RDF) from the Recycling & Energy Center.

The following shall be completed by the Proposer:

Proposer Company Name:

Total Number of Solicitation Pages:

Total Number of Pages in Proposer's Solicitation Response:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

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

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the proposer to the provisions contained in the solicitation document for the above Solicitation, including the Solicitation and potential key Contract Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the proposer. By signing below, I hereby provide the R&E Board 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 RFI.

COLLUSION

By signing below, I certify that this solicitation response, even if it involves two or more companies, has been prepared without any collusion with other proposers, contractors, competitors, R&E Board employees or R&E Board Members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Proposer Representative:

Signature:

Date:



Attachment 2

Proposer Application for Designation of Trade Secret Information

Proposer Application for Designation of Trade Secret Information

Solicitation Title End Markets for Refuse Derived Fuel (RDF) from the Recycling & Energy Center
The submitted proposal includes trade secret information that we, the proposer, 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 proposal, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of the R&E Board's Purchasing Standard Terms and Conditions.

Section:

Page Number:

Topic:

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

We further understand that the R&E Board considers markings of "confidential" or "trade secrets" in the solicitation response to be insufficient to classify information in a response. We agree to indemnify and hold R&E Board 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: