

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

Title of RFP: Food Scrap Bag Sortation Services

Responses must be received by 2:00 p.m. Central Time on January 10, 2023.

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

Attn: James Redmond
 Ramsey/Washington Recycling & Energy
 100 Red Rock Road
 Newport, MN 55055

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

PROPOSERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

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



Food Scrap Bag Sortation Services

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1.0 RFP Introduction and Background

1.1. Solicitation Description and Process

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey/Washington Recycling & Energy has no obligation to execute an agreement as a result of this inquiry. This Request for Proposal (RFP) is intended to solicit proposals from proposers capable of meeting the Ramsey/Washington Recycling & Energy's (R&E) need for food scrap bag sortation services.

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

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

1.2. About Ramsey/Washington Recycling & Energy

[R&E](#) is a public joint powers board between Ramsey and Washington counties in Minnesota. R&E is responsible for administering solid waste (trash) programs for residents and businesses in both counties. Combined, the two counties are home to over 800,000 residents and over 70,000 businesses.

With a partnership of over 30 years, Ramsey and Washington counties have made a bold pivot in thinking about the waste system and recognizing the potential value in the materials that are put in the trash and shifting the view from "waste" to "resource." The economic, environmental and community benefit of this resource can be realized only through a comprehensive waste system that seeks to recover that value. R&E has owned and operated the [Ramsey/Washington Recycling & Energy Center](#) in Newport, MN since 2015.

In owning the facility and requiring that all trash produced in Ramsey and Washington counties be managed there through waste designation ordinances, the counties are better positioned to capture the resource value of waste and find higher, better use for waste materials. In fulfilling this vision, Ramsey and Washington counties, through R&E, will maximize the recovery of resources, reduce greenhouse gas emissions and divert as much as possible from landfills.

1.3. Purpose of RFP

R&E is soliciting to obtain providers for food scrap bag sortation services. Beginning in 2023, residents in Ramsey County and Washington counties will be able to participate in a [voluntary organics recycling program](#) that entails sorting organics in Food Scrap Bags (FSBs) and placing them in their trash. This program is planned to rollout to all residents in both counties in phases over the next one to two years after program operations begin. Residents in both single-unit (e.g., houses) and multi-unit dwellings (e.g., apartments, condominiums) will be eligible to receive organics recycling services through this program.

An FSB is a special compostable bag, comprised of material capable of undergoing biological decomposition in an aerobic environment (an environment with the presence of oxygen). FSBs are used to collect and separate organic waste (such as food scraps) from the general solid waste stream. R&E has selected FSB products appropriate for the program from a single vendor and the bags are uniform, easily identifiable, and will be in six- and 13-gallon sizes. They have also been tested for durability in the sorting process.

R&E recognizes that the success of the new food scraps recycling program is dependent upon the ability to sort FSBs out of residential and multi-unit municipal solid waste (MSW) for shipment to an end market provider. R&E has invested in a new building and processing line designed by Bulk Handling Systems (BHS) (www.bulkhandlingsystems.com) to sort FSBs; however, additional sorting capacity is needed to process FSBs



throughout both Ramsey and Washington counties' service area. To achieve this, R&E is looking for sortation partners. Currently, R&E works with transfer stations located in Blaine, Minneapolis and Saint Paul as places where licensed waste haulers who have entered into agreements with R&E can bring trash for transfer to trailers for delivery to the R&E Center.

Sortation services resulting from this solicitation may be located in conjunction with the existing waste delivery infrastructure system, or other solutions may be proposed. Multiple contracts may result from this solicitation. **R&E is anticipating having a sortation partner in the north metro area as well as in the central/south metro area to manage and sort the MSW containing FSBs, but is open to alternative proposals that will meet programmatic needs.**

Services to be provided under this contract are described in Section 4.0, and will include:

1. Receive waste deliveries from haulers that may include FSBs, and keep those deliveries separate from other waste deliveries.
2. Maintain Ramsey and Washington County trash separate from other waste. R&E and the Vendor will work together to determine what waste will not require sortation based primarily on an absence of food scrap bags. Generally, this will include commercial waste and waste from outside of Ramsey and Washington County; however, in some cases this waste may require sortation (e.g. multifamily waste that may be collected on commercial routes).
2. Separate loads of FSB containing trash from non-FSB containing trash as indicated by waste haulers under contract for waste delivery with R&E.
3. Separate FSBs from the delivered FSB containing trash.
3. Load separated FSBs and trash into separate transfer trailers as directed by R&E for delivery as directed by R&E (i.e., transload services).
4. Provide reporting to R&E, including but not limited to, weekly written reports that include ticket and tonnage information for haulers and non-licensed self-haulers, as well as county of origin, for Acceptable Waste and Incidental Waste delivered to the facility by Contract Haulers, in a form that can be uploaded by R&E for invoicing and other purposes. Inbound and outbound volumes must be equivalent and balanced on a monthly basis.

R&E will maintain exclusive authority to select the FSB products used in the Program.

1.4. Contract Term & Schedule

The initial term of the contract is expected to begin in the first quarter of 2023 for 10 years.

1.5. Costs

The resulting contract fee shall be rate setting. Rates shall be negotiated.

1.6. RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule R&E will follow. R&E has performed extensive planning work and has planned to meet the dates described below. 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	November 7, 2022
Optional Pre-Proposal Conference	November 17, 2022 at 1 pm
Pre-Proposal Conference Location	R&E Administrative Offices, 100 Red Rock Road, Newport, MN 55055. If attendance online is preferred, email jredmond@recyclingandenergy.org for login information. In-person attendees will be able to participate in an optional facility tour after the pre-solicitation conference. Tours will be made available to those unable to attend in-person upon request, time permitting.
Deadline for Proposer Questions	December 02, 2022, 2:00 PM Central Time
R&E Addendum Published	December 16, 2022
Deadline for Proposal Submissions	January 10, 2023, 2:00 PM Central Time
Anticipated Contract Effective Date	First quarter of 2023

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. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held according to the information in Table 01. The purpose of the conference is to discuss the solicitation and allow vendors to see the site and ask questions. FSB sortation equipment is installed at the R&E Center where vendors will be able to see sortation equipment as a part of the pre-proposal conference. Information about equipment installed at R&E is available upon request. Questions and answers will be transcribed and posted on R&E’s website in the form of an addendum.

1.9. Incurred Expenses

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

1.10. 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 “Food Scrap Bag Sortation Services 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 jredmond@recyclingandenergy.org

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 R&E staff, Washington and Ramsey County Staff, or R&E Contractors with any questions or inquiries. Unauthorized contact with any personnel of R&E other than staff listed in Table 02, may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of R&E.

1.11. Clarification and Discussion of Proposals

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

1.12. Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and published to R&E's website, www.recyclingandenergy.org/vendors. R&E will attempt to publish periodic addenda on a timely basis. Questions received less than ten days prior to the date for opening may not be answered.

Only questions and answers documented in an addendum shall be binding. Proposers shall acknowledge each addendum issued on the Solicitation Response Form (Attachment 1) which shall be signed and returned with Proposers' responses. R&E reserves the right to revise the RFP. Revisions shall be documented in an addendum and published to the R&E website.



2.0 Instructions for Proposers

2.1. Advertisement for Proposal/Public Notice

R&E uses its website, www.recyclingandenergy.org/vendors to release all competitive solicitations and associated addenda. 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 R&E before the closing deadline. Late proposals will not be considered and will be returned unopened to the Proposer.

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

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

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

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

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

The deadline for proposal responses is established in Section 1.6 RFP Schedule of Events. Proposal responses received at R&E after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Contractors shall submit one original and 1 electronic copy of the solicitation response via mail or personal service to R&E. 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 03: Proposal Mailing Address

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



The following table contains the organization guidelines for Proposal responses.

Table 04: Proposal Checklist

RFP Attachment Number	Proposal Section	RFP Section Number
-	Signed Cover Letter	2.3
Attachment 1	Completed Solicitation 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
-	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	Respondent Questionnaire	2.12
Attachment 4	Application for Designation of Trade Secret Information (attached)	2.13

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 R&E acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

2.4. Solicitation 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

- a. Contractors must demonstrate an understanding of the waste management system and process of removal of FSBs from the residential and multi-family MSW. Respondents should include their experience with Transload services. A description of key partnerships in which the Contractor is currently, or has previously been, engaged that will be used to provide the sortation services sought under this solicitation.
- b. If the Contractor has previous experience, include a description of past challenges and successes, performance outcomes, and data management experience. Contractors with no previous experience may describe similar experiences achieving performance measures.

2.8. Key Personnel Qualifications

- a. A list of project staff, including short bios and a list of prior projects of similar scope for which the staff played the same or a similar role as proposed for R&E'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. Provide an operational plan describing how FSB and non-FSB containing MSW will be managed at vendor facility including building size, proposed facility layout, and vendors proposed equipment for removal of FSB's. A timeline must be included that includes the expected date when sortation capacity will be brought online.

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 as Attachment 5.

2.11. Exceptions to Terms and Conditions

The next 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 R&E, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. R&E reserves the right to disallow exceptions it finds are not in the best interests of R&E. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal. It is R&E's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.



2.12. Respondent Questionnaire

The Contractor must provide all of the information requested in the Respondent Questionnaire.

2.13. Application for Designation of Trade Secret Information

The Proposal should also include a completed Application for Designation of Trade Secret Information – Attachment 4, if applicable.

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

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

At such time as an appropriate request for data identified in a response as Trade Secret Information is made, R&E will provide the responder with notice of the request for the Trade Secret Information. Pricing information cannot be classified as Trade Secret Information under Minnesota law.



3.0 General Solicitation Standard Terms and Conditions

3.1 Proposal Evaluation

Evaluation of proposals will be conducted by R&E 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 R&E's goals and needs
 - c. Clear understanding of work tasks.
 - d. Ability to complete projects in a timely manner.
3. Cost Allocation
4. References

R&E reserves the right to consider any additional information gathered by R&E or submitted by the Vendor to evaluate the submitted quote.

After completing the evaluation phase of the process, R&E 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 proposal is determined, at R&E's sole discretion, to be the most advantageous to R&E. The lowest cost will not be the sole determining factor. After the contract has been awarded, R&E 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 R&E sign the contract.

3.3 Public Notice

R&E uses its website, www.recyclingandenergy.org/vendors to release all competitive solicitations and associated addenda. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

3.4 Negotiations and Contract Execution

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

3.5 Contracting Ethics

- 1) It is a breach of ethical standards for any person to offer, give, or agree to give any R&E official, employee, agent or volunteer, or by R&E Policy, for any R&E employee, or Committees, Commissions, and Boards person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.



- 2) The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of R&E.
- 3) The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of R&E.

3.6 No Obligation, Right of Rejection, and Multiple Award

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

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

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

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

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

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

3.7 Proposer's Certification

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

- 3.7.1** The laws of the State of Minnesota and is licensed to conduct business in the State of Minnesota;
- 3.7.2** All applicable local, state and federal laws, codes and regulations;
- 3.7.3** All terms, conditions, and requirements set forth in this RFP;
- 3.7.4** A condition that the proposal submitted was independently arrived at, without collusion; and,
- 3.7.5** A condition that the offer will remain open and valid for 180 days; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

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

3.8 Amendment/Withdrawal of Proposals

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

3.9 Clarification of Proposals

In order to determine if a Proposal is reasonably acceptable 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.

3.10 Rights to Submitted Material

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

3.11 Contract Negotiation

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

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

3.12 Failure to Negotiate

If the selected proposer:

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

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

3.13 Non-Collusion Statement

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

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



4.0 Scope of Work

Food Scrap Bags Sortation and Transload Services

4.1 Overview

The R&E Board is seeking qualified partners to provide sortation services for source-separated organics (SSO) in Food Scrap Bags (FSBs) from the inbound municipal solid waste (MSW) received at vendors facility. Vendors are anticipated to receive MSW (single-unit and multi-unit residential) from waste collection haulers with FSBs comingled in the MSW that will need to be removed and segregated from the MSW for delivery to R&E's selected vendor.

Vendor may also receive waste from outside of Ramsey or Washington counties or commercial waste that does not contain FSBs (non-FSB waste) and will not need sortation, however, if multi-unit residential waste is included in a commercial load of material, it may require sortation as discussed in Section 1.3. The non-FSB waste received will not be a part of this sortation solicitation and vendor will not be paid for sortation of this non-FSB waste.

R&E is anticipating having a sortation partner in the north metro area as well as in the central/south metro area to manage the MSW containing FSBs.

Vendor may respond to sortation of materials from the north metro or the central/south metro, or both. Vendor shall also provide transload services for the Acceptable Waste generated in the counties received at Vendors facility after FSBs are removed as well as transload services for non-FSB containing MSW. Depending on Vendors sortation equipment if transloading of the FSB material is required, Vendor should include that in the sortation costs.

4.2 Anticipated Volumes

The estimated annual volume of MSW containing FSBs to be considered for this scope of services are shown in Table 1. The number of tons of MSW are based on the residential and multi-family MSW tonnage managed at the north and central/south transfer stations in 2021 and the number of FSBs that will need to be sorted are estimated using an anticipated phased approach to the roll out of the program with a 40% participation rate at maturity. The FSB numbers listed in Table 1 are anticipated at program maturity.

Based on best available data, vendor can assume FSBs will vary in weight from five (5) to 20 pounds with an average weight of eight (8) pounds per bag. All residential and multi-family MSW received at vendor facility originating from Ramsey or Washington county shall be processed through the vendor's sortation facility. Commercial waste and waste from outside of Ramsey and Washington county (non-FSB waste) shall be segregated from FSB-containing MSW and not sorted through vendors sortation equipment.

Table 1: Anticipated MSW tonnage and FSBs

Location	Estimated tons of MSW anticipated	Est. number of bags anticipated
North Metro	65,000	1,560,000
Central Metro	100,000	2,400,000

R&E anticipates that the sortation facility will be capable of loading separated FSBs on R&E-provided live floor trailers for delivery to R&E's selected end market vendor as well as transloading the Acceptable and Incidental MSW on R&E provided trailers. Transportation costs for both FSBs and transloaded MSW will be the responsibility of R&E. R&E intends to remove trailers containing FSBs from sortation vendors facility at a minimum on a weekly basis during program implementation. Once program is at maturity, R&E will remove trailers as needed based on fill rate.



4.3 Required Removal Efficiency and Purity

R&E is developing sortation capacity at the R&E Center and is requiring the same removal efficiency and purity that is anticipated at the R&E Center. Sortation systems must be constructed in a manner that will minimize bag loss and maximize the collection of bags. A removal efficiency of 94% of bags received and purity of 92% is required. Purity is defined as correctly picking and removing FSB's and not to be construed as vendors responsibility for proper material within the FSBs. Vendors sortation process shall not cause damage to the FSBs when removing bags from the MSW.

Sortation vendor will be required to report weekly metrics showing tons of MSW processed through vendors sortation facility, tons of FSBs removed and delivered to R&E's end use vendor, and, as applicable, number of FSBs removed. Reports must be in a format that interfaces with R&E's reporting systems, which are currently based in Microsoft Excel. Vendor will provide access to R&E staff to Vendor's facility for inspection of operations with one (1)-day notice to confirm removal efficiency and purity. Vendor will also provide R&E staff access to Vendor's facility during start-up of vendors sortation equipment to observe commissioning of Vendor sortation equipment.



5.0 General Agreement/Contract Terms and Conditions

5.1 Contract Term

The contract term is expected to be 10 years.

5.2 Contract Pricing

5.2.1 Costs

The resulting contract fee shall be rate setting. Rates shall be negotiated.

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 R&E.

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

5.4 Contract Dispute

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

5.5 Possession of Firearms on R&E Premises

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the (Vendor or Contractor, depending upon which term is used) shall carry or possess a firearm on R&E premises or while acting on behalf of R&E pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to R&E under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

5.6 Indemnification and Hold Harmless

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

Insurance Requirements



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

- Commercial general liability of no less than \$1,000,000 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. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the proposer providing coverage at least as broad as ISO forms CG 2010 and CG 2037. Waiver of subrogation is required.
- Commercial Automobile Liability coverage with combined single limits of not less than \$1,000,000. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis. 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.
- Pollution Liability Insurance for liability arising out of property damage or bodily injury to third parties as a result of sudden and accidental pollution in an amount not less than \$1,000,000 per occurrence and in the aggregate. For claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from any disposal sites.

The above policies shall contain a clause or endorsement that waives the right of subrogation against R&E Board

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

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

5.7 Termination

R&E may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify R&E upon the commencement of such proceedings or other action.

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

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



5.8 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.

5.9 Conflict of Interest

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

5.10 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.

5.11 Contract Modifications

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

5.12 Contractor Debarment, Suspension, and Responsibility

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

5.13 Performance

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

5.14 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.

5.15 Compliance with Law

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

5.16 Force Majeure

Neither Party shall be liable for any loss or damage incurred by the other Party as a result of events outside the control of the Party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in times of war, pandemic, epidemics, and national emergency that prevent local performance of this Agreement. The COVID-19 pandemic shall not be considered a Force Majeure Event unless government emergency orders related to the COVID-19 pandemic prevent performance of this Agreement.

5.17 Policy Compliance

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

5.18 Public Information

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



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

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

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

5.20 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.

5.21 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.

5.22 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, R&E employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

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

5.23 Title Risk of Loss

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

R&E shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to R&E as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of R&E or its employees.

5.24 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.

5.25 Ownership of Work Product

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

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

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



Attachments

Attachment 1 – Solicitation Response Form

Attachment 2 – Contractor Information and Reference Form

Attachment 3 – Respondent Questionnaire

Attachment 4 – Contractor Application for Trade Secret Information

Attachment 5 – Price Worksheet



Attachment 1 – Solicitation Response Form

Solicitation Title: Food Scrap Bag Sortation Services

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.

Price: Please include pricing information on Attachment 5.

ACKNOWLEDGEMENT

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

COLLUSION

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

Name and Title of Authorized Contractor Representative: _____

Signature: _____

Date: _____

Solicitation Title: **Food Scrap Bag Sortation Services**



Attachment 2 – Contractor Information and Reference Form

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

Company Information:

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

Solicitation Response Contact:

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

Contract Mailing Address (if different from Company Information):

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



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

1. First Reference

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

2. Second Reference

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

3. Third Reference

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

Name and Title of Authorized Contractor Representative: _____

Signature: _____

Date: _____



Attachment 3 – Respondent Questionnaire

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

Respondent Information

Respondent Company Name:

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

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

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

Contract Non-completion or Non-performance

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

Yes No

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

Contract Parties:

Date of Contract:

Nature of and Reason for Non-performance:

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

Yes No

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

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

Yes No

If yes, state the details and disposition.



Performance Guarantees

Respond to each of the items below.

- Describe your company's project team structure and internal controls proposed to be used during the course of the project described in this RFP and how quality will be monitored, controlled and maintained throughout the contract duration.
- Provide an organizational chart that shows lines of authority for personnel involved in performance of the potential contract and relationships of staff to other programs or functions of the firm.
- Provide resumes for the intended project manager who will be directly responsible for the implementation and operation of the services described in this RFP.
- Provide resumes for other key staff who will be responsible for the implementation and operation of these services.
- Submit documentation that provides sufficient information to verify and evaluate the financial solvency of your company to perform the services described in this RFP.
- If using subcontractors, what services will they provide? What internal controls would be put in place for their services and performance?
- Provide three business references. Include the reference names, firms, email addresses and telephone numbers.
- Location of proposed FSB sortation equipment.
 - Describe property for transload and layout.
 - Is property owned or secured by vendor?
- Provide construction timeline. (building/FSB sortation equipment, etc.)
- Describe permits (new or additional) required for building and FSB sortation equipment to be ready to accept FSB.
- Provide proposed FSB sortation equipment design. Include throughputs and details on performance guarantees.
- Provide amount of waste that can be managed at facility. (minimum and maximum)
- Hours of operation.
- Describe operations for receiving waste. Include scalehouse operations and waste flows. Indicate how FSB containing and non-FSB containing waste will be managed separately within the facility.



Attachment 4 – Contractor Application for Designation of Trade Secret Information

Solicitation Title Food Scrap Bag Sortation Services

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

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

Section(s)

Page #s:

Topic(s):

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

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

Name and Title of Authorized Preparer: _____

Signature: _____

Date: _____



Attachment 5 – Price Worksheet for FSB Sortation and Transload Services

Proposers are to provide costs for the services described in this RFP. The pricing table below is intended to include all costs required to provide all services requested in this RFP to sort FSBs from Acceptable Waste generated in the counties from residential and multi-family units. The Proposer shall include and transload costs associated with the FSBs in the sortation/processing fee. A separate transload fee for management of the MSW shall also be provided in a cost per ton basis. R&E will provide trailers for the FSBs as well as the MSW and the transportation costs will be the responsibility of R&E.

Proposed Fees	0-25,000 tons	25,001-50,000 tons	50,001-75,000 tons	75,001+ tons
FSB Sortation Fee				
MSW Transload Fee				

Unless otherwise stated, invoices will be submitted to the R&E on a monthly basis. The sortation fee will be calculated as the total number of tons of Acceptable Waste generated in the Counties and Incidental waste received from Contract Haulers that contain FSBs that are processed time the cost per ton. The transload fee will be calculated as the total number of tons of Acceptable Waste generated in the Counties and Incidental waste received from Contract Haulers minus the weight of FSBs removed times a cost per ton.