



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

**MEETING NOTICE  
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD**

**Date:** Thursday, January 23, 2025  
**Time:** 10 a.m. – 12 p.m.  
Ramsey County Environmental Health | 2785 White Bear Ave N. | 2<sup>nd</sup> Floor Conference Room  
Maplewood, MN | 55109 | [Map](#)  
**Public:** Members of the public are encouraged to participate remotely or may attend at the Maplewood address.  
[Microsoft TEAMS](#) | Phone Conference ID: 794 144 776# | Call in (audio only) 1-323-792-6297

**AGENDA:**

- I. Call to Order, Introductions**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes – November 14, 2024** Action Page 3
- IV. Consent Agenda** Action Page 7
  - a. Revised Procurement Guidelines
  - b. Trailer Purchase Contract
  - c. Loader Tire Contract
- V. Governance**
  - a. Election of Officers Action Page 81
  - b. Appointments to Facility & Finance Committee Action Page 82
  - c. Appointment of Partnership Board Alternates Action Page 83
- VI. Management and Administration**
  - a. Staffing and Reclassification Information Page 85
- VII. Policy – no items.**
- VIII. Updates and Reports** Information Page 89
  - a. Executive Director Update
  - b. Strategic Partnerships Update
  - c. Budget Update
  - d. Joint Activities Updates
  - e. Facility Updates
  - f. Procurement Report Page 94

**IX. Other**

Information

- a. Invitation for Comments from Ex Officio R&E Board Members:  
MPCA (Dave Benke) and City of Newport (Tom Ingemann)

**X. Adjourn**

**NEXT MEETING:**

R&E Board | Thursday, March 6, 2025 | 10 a.m. – 12 p.m. | Ramsey County Environmental Health, Maplewood



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RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

**THURSDAY, NOVEMBER 14, 2024**  
**RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MEETING MINUTES**

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 10 a.m. at Ramsey County Environmental Health Offices, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. Members of the public attended remotely or in person at the Maplewood address.

**MEMBERS PRESENT**

Commissioners Fran Miron, Karla Bigham, Stan Karwoski – Washington County  
Commissioners Victoria Reinhardt, Nicole Frethem, Raphael Ortega – Ramsey County

**MEMBERS NOT PRESENT**

Commissioners Mary Jo McGuire, Mai Chong Xiong, Rena Moran (alternate) – Ramsey County  
Commissioners Michelle Clasen, Gary Kriesel (alternate) – Washington County

**EX-OFFICIO MEMBERS**

Tom Ingemann – City of Newport - Attending online  
Dave Benke – Minnesota Pollution Control Agency (MPCA) – in person

**ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD**

David Brummel, Rae Eden Frank, Melissa Finnegan, Annalee Garletz, Adam Gooder, Kelli Hall, Sam Hanson, Sam Holl, Kevin Johnson, Kathryn Jordan, Jennefer Klennert, Nate Klett, Cassie Lefeber, Trista Martinson, Andrea McKennan, Marcelo Neblett, Jim Redmond, John Ristad, Heath Jones, Mike Phillips, Bill Keegan, Jennifer Klennert, Dan Donkers, Leigh Behrens, Mindy Stepnick, Susan Jamison, Nathan Klepp, Bruce Kimmel, Matt Philips, Kathleen Murphy

**CALL TO ORDER**

Chair Miron called the meeting to order at 10:04 a.m. Introductions were made.

**AGENDA OF NOVEMBER 14, 2024 PRESENTED FOR APPROVAL**

Motion by Karwoski moved, seconded by Bigham, to approve the agenda as presented with the flexibility to rearrange items as needed. Motion carried.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski

Nay: None

**MINUTES FROM OCTOBER 24, 2024 PRESENTED FOR APPROVAL**

Motion by Bigham, seconded by Karwoski. Motion carried.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski

Nay: None

## **GOVERNANCE**

### **Bylaws Amendment (Resolution R&EB-2024-24)**

Presented by: John Ristad, Washington County Attorney

Ristad presented proposed amendments to the board’s bylaws. Changes included reducing the board composition from nine to five members, adjusting the quorum requirement to three commissioners with at least one from Washington County, and revising legal representation policies to default to Washington County unless otherwise decided by the board. Additionally, the requirement for the Health and Finance Advisory Boards to be permanently part of the bylaws was removed, while still allowing their continued operation by board resolution.

Motion to Amend the motion on the floor by Frethem to correct a clerical error, seconded by Karwoski. Amendment accepted.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski  
Nay: None

Motion by Reinhardt, seconded by Bigham. Motion carried.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski  
Nay: None

### **Health Advisory Board and Finance Advisory Board Re-establishment (Resolution R&EB-2024-25)**

Presented by: Trista Martinson, Executive Director

Martinson outlined the resolution to re-establish the Health Advisory Board and Finance Advisory Board through board resolution, highlighting their critical roles in supporting board functions.

Motion by Reinhardt, seconded by Ortega. Motion Carried.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski  
Nay: None

### **2025 Board & Committee Meeting Schedule (Resolution R&EB-2024-26)**

Presented by: Trista Martinson, Executive Director

Martinson presented the proposed 2025 meeting schedule, considering known conflicts with Association of Minnesota Counties (AMC) and National Association of Counties (NACo) meetings, and accommodating holidays.

Motion by Bigham moved, seconded by Frethem. Motion Carried.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski  
Nay: None

## **MANAGEMENT AND ADMINISTRATION**

### **2025–2027 Labor Agreement (Resolution R&EB-2024-27)**

Presented by: Kelli Hall, Administrative Director

Hall detailed the new labor agreement with IBEW Local 23, highlighting terms including:

- 6% cost-of-living adjustment (COLA) for 2025, and 4% for 2026 and 2027.
- Continuation of the employer-employee benefit premium split.
- Agreement on 2026 Minnesota Paid Family Leave law provisions.

Motion by Bigham, seconded by Frethem. Motion carried.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski

Nay: None

### **Anaerobic Digestion Contract Amendment (Resolution R&EB-2024-28)**

Presented by: Sam Holl, Facility Manager

Holl presented the second amendment to the feedstock supply agreement with Dem-Con and Hitachi Zosen. Highlights included:

- Adjusted tipping fee to an estimated \$125/ton based on revised conditions.
- Requirement to secure 15,500 tons of additional feedstock and \$10 million in grant funding by July 31, 2027.
- Early termination limited to the conditional use permit for Scott County.

Motion by Reinhardt, with correction to the commencement date and prior year reference; Bigham seconded. Motion Carried.

Aye: Ortega, Reinhardt, Miron, Bigham, Frethem, Karwoski

Nay: None

## **UPDATES AND REPORTS**

### **a. Executive Director Report**

Presented by: Trista Martinson, Executive Director

Martinson provided a general update, acknowledging Marcelo Neblett for his legal support during the bylaw amendments process. She highlighted ongoing collaboration efforts between Ramsey and Washington counties and noted strategic partnerships being pursued for the upcoming year.

### **b. Facility Updates**

Presented by: Sam Holl, Facility Manager

Holl updated the board on the continued operational efficiency improvements at the R&E Center. He reported that the facility's equipment maintenance was on schedule and noted positive progress on the anaerobic digestion project.

### **c. Joint Activities Updates**

Presented by: Sam Hanson, Joint Activities Manager

Hanson reported that the residential food scraps collection program continues to grow, with participation increasing and contamination rates decreasing due to public education efforts. He also mentioned collaborative discussions with other counties regarding potential partnerships for waste processing and resource recovery.

d. **Procurement Report**

Presented by: Jim Redmond, Contract Manager

Redmond provided a summary of recent procurement activities, including the successful vendor selection process for the board's 2025 employee benefits program. He noted that contract compliance and performance monitoring were ongoing, with a focus on upcoming facility improvements.

**OTHER**

**Invitation for Comments from Ex Officio R&E Board Members**

Ex-officio members Dave Benke (MPCA) and Tom Ingemann (City of Newport) provided brief comments. Benke offered an update on MPCA's ongoing solid waste policy review, while Ingemann expressed Newport's continued support for the board's resource recovery initiatives.

**ADJOURNMENT**

Chair Miron declared the meeting adjourned at 12:03 p.m.

ATTEST:

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Commissioner Fran Miron, Vice Chair  
January 23, 2025

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January 23, 2025



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

|                                    |  |             |                          |                     |                          |        |                                     |         |
|------------------------------------|--|-------------|--------------------------|---------------------|--------------------------|--------|-------------------------------------|---------|
| <b>R&amp;E BOARD MEETING DATE:</b> | January 23, 2025                         |             |                          | <b>AGENDA ITEM:</b> | IV.                      |        |                                     |         |
| <b>SUBJECT:</b>                    | Consent Agenda                           |             |                          |                     |                          |        |                                     |         |
| <b>TYPE OF ITEM:</b>               | <input type="checkbox"/>                 | INFORMATION | <input type="checkbox"/> | POLICY DISCUSSION   | <input type="checkbox"/> | ACTION | <input checked="" type="checkbox"/> | CONSENT |
| <b>SUBMITTED BY:</b>               | Trista Martinson, R&E Executive Director |             |                          |                     |                          |        |                                     |         |

**R&E BOARD ACTION REQUESTED:**

Approval of consent agenda.

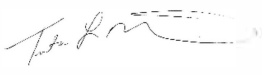

**EXECUTIVE SUMMARY**

Consent agenda items:

- Procurement Guidelines
- Trailer Purchase Contract
- Loader Tire Purchase Contract

**ATTACHMENTS:**

1. Draft Resolution
2. Draft Revised Procurement Guidelines
3. Draft North American Trailer Sales Contract

| <b>AUTHORIZED SIGNATURES</b>  | <b>DATE</b> |
|---|-------------|
| <b>R&amp;E EXECUTIVE DIRECTOR</b>  | 1/15/25     |
| <b>WASHINGTON COUNTY ATTORNEY</b>  | 1/16/25     |



**RESOLUTION R&EB-2025-01**  
**Consent Agenda**

WHEREAS, The Ramsey/Washington Recycling & Energy Board (R&E Board) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated November 12, 2024 (Joint Powers Agreement); and

WHEREAS, The R&E Board adopted procurement guidelines on April 21, 2022 (Resolution R&EB-2022-06), which specify the procurement methods for contracts and purchases; and

WHEREAS, R&E's procurement guidelines require revisions from time to time; and

WHEREAS, R&E staff reviewed the procurement guidelines and recommend the following modifications: Change references from the Joint Leadership Team (JLT) to the executive director (ED); allow for direct supplies, equipment, materials and labor (SEML) purchases up to \$25,000 for Central Certification program (CERT) and veteran-owned businesses to align with existing R&E policies for professional service contracts; and clarify direct purchase authority and guidelines for contract renewals; and

WHEREAS, The R&E Board approved the 2024-2025 Joint Activities, Facility and Equipment Maintenance & Replacement ("EM&R") budgets on July 27, 2023, in accordance with Section V.B.8 of the Joint Powers Agreement; and

WHEREAS, R&E has a need to replace loader tires on heavy equipment at the R&E Center on an annual basis; and

WHEREAS, R&E has been purchasing loader tires from its current vendor since 2019, and the current vendor is uniquely qualified to provide these services based on their access to specialty tires, extensive knowledge of R&E's tire needs, willingness to provide tire storage and ability to provide retreading services and other service needs on an on-call basis; and

WHEREAS, R&E staff reviewed the proposed costs for loader tires and determined them to be in line with costs expected for loader tires and recommend entering into an agreement to purchase the loader tires; and

WHEREAS, R&E also has a need to replace trailers from its fleet on an ongoing basis and issued a request for bids to purchase four enclosed aluminum trailers on July 17, 2024; and

WHEREAS, The R&E Board approved entering into a contract with the lowest bidder at the September 26, 2024 meeting; and

WHEREAS, The awarded contractor downsized operations shortly thereafter, furloughed employees and was unable to fulfill the order and subsequently pulled their bid from consideration; and

WHEREAS, R&E staff approached the next respondent who was willing and able to meet the specifications laid out in the original solicitation, determined their response to be fair, and, having done business with the contractor both for the purchase of trailers as well as maintenance, knows them to be reliable and fair and recommends entering into a contract with that vendor. NOW, THEREFORE, BE IT



RESOLVED, The R&E Board hereby approves the revised procurement guidelines, as well as the following agreements and amendments thereto, and delegates authority to the executive director to execute the agreements and potential amendments, upon approval as to form by R&E's attorney and provided funding is available in the approved budgets:

1. An agreement between the R&E Board and North American Trailer, Ltd., for the term of January 24, 2025, through December 31, 2025, for the purchase of four aluminum trailers in the amount \$520,747.60.
2. An agreement between the R&E Board and Pomp's Tire Service, Inc., for an initial term of January 24, 2025, through December 31, 2025, in the amount of \$183,600, for the purchase of 16 loader tires.

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Fran Miron, Board Vice Chair  
January 23, 2025

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Attest  
January 23, 2025

## R&E Board Procurement Guidelines – Effective January 23, 2025

**Purpose:** These guidelines specify the procedures for soliciting and contracting for goods and services for ~~the Ramsey/Washington Recycling & Energy Board~~ (R&E Board).

~~The R&E Board~~ buys many goods and services each year, and as the Recycling & Energy Center (R&E Center) is a governmental entity, there are state and federal laws that the R&E Board must follow, as well as provisions in the Joint Powers Agreement, Bylaws and Fiscal Agent Agreement with Ramsey County.

**Scope:** This outline applies to all acquisitions of goods and services for ~~the R&E Board~~, including procurement for the R&E Center and Joint Activities.

### Authority

- Joint Powers Agreement
- R&E Board Bylaws
- Fiscal Agent Agreement
- Minn. Stat. § 473.811, subd. 4b - Statute allows contracts for the acquisition, construction, improvement, maintenance or operation of solid waste facilities or property rights for solid waste facilities without competitive bidding.

### Responsibility

The ~~Joint Leadership Team (JLT) executive director (ED)~~ is ultimately responsible for all procurement processes. The Contract Manager is responsible for assuring that procurement and contracting is consistent with the Joint Powers Agreement, Bylaws and R&E Board policies, and for monitoring contractor performance and assuring contracts are properly filed and maintained. The Accounting Manager is responsible for assuring that funds are available and properly accounted for in the contracting process. The County Attorney's offices are responsible for reviewing certain solicitation processes and assuring contracts are properly prepared and executed.

### Anticipated Contract Value

The calculation of the Anticipated Contract Value shall include the anticipated spend under the original term plus the anticipated spend for all contract renewal options. Anticipated Contract Value shall be used to determine solicitation method.

### Contract Renewal

The ~~Joint Leadership Team (JLT) ED~~ is the delegated authority to approve and execute amendments to renew the terms of the agreements so long as renewal options are available within the original contract and within the approved budget, ~~with all other terms and conditions remaining the same~~, in a ~~form approved Ramsey or Washington County Attorney Office R&E's attorney. Minor changes to the scope of services will be allowed so long as they conform to the original intent of the contract. An example of a minor change permissible would be if R&E increases staff and needs to increase computer support under an existing contract to allow for the new needs of R&E to be met.~~

### **Cost of Living/Inflationary Rate Adjustments**

The ~~Joint Leadership Team (JLT) ED~~ is delegated authority to approve and execute amendments to adjust rate terms of the agreements so long as ~~the not to exceed (NTE) limits remain the same and they~~ are within the approved budget ~~with all other terms and conditions remaining the same~~, in a form approved by ~~the Ramsey or Washington County Attorney's Office R&E's attorney, and within the signing authority used for the original contract.~~ For example, contracts using the ED's delegated authority may not exceed the \$175,000 anticipated contract value allowed under that delegated authority.

**Procurement Matrix**

| Type of Purchase                                | Subtype   | Solicitation Method  | Procurement Lead   | Procurement Process Sign-off | Final Contract Approver                                  |
|---|---|--|--|------------------------------|--|
| Supplies, Equipment, Materials and Labor (SEML) | SEML Unique to the Facility<br>\$0 - \$175,000                                    | Direct Purchase (§473.811)   | <del>JL</del> ED approves Sole Source and Single Source<br>R&E Board staff administers | County Attorney              | <del>JL</del> ED   |
|   | SEML Unique to the Facility<br>\$175,001+   | Direct Purchase (§473.811)   | <del>JL</del> ED approves Sole Source and Single Source<br>R&E Board staff administers | County Attorney              | R&E Board or Executive Committee                         |
|   | SEML \$0 to \$10,000 <u>Annually</u>  | Small Purchase Order; procurement card   | No solicitations needed  | NA                           | Direct purchase;<br><del>JL</del> ED delegated authority |
|   | SEML \$10,001 to \$175,000  | Competitive; RF Quote  | R&E Board staff; Contract Manager  | County Attorney              | <del>JL</del> ED   |
|   | SEML \$175,001+   | Competitive; RFB using either Ramsey or Washington County’s processes  | R&E Board staff; Contract Manager  | County Attorney              | R&E Board or Executive Committee                         |
|   | Any SEML  | State Master Contract, Ramsey or Washington County Master Contract, or pursuant to a cooperative purchase contract | R&E Board Staff; Contract Manager  | County Attorney              | <del>JL</del> ED   |
|   | <u>SEML \$0 to \$25,000 Annually</u><br><u>CERT SBE &amp; Veteran Owned</u>       | <u>Direct Purchase</u>   | <u>R&amp;E Board Staff; Contract Manager</u>   | <u>County Attorney</u>       | <u>ED</u>  |
|   | SEML <del>\$10,001</del> <u>\$25,000</u> to \$250,000<br>CERT SBE & Veteran Owned | CERT – Quotes solicited from at least three CERT Small Business Enterprise vendors if possible                     | R&E Board Staff; Contract Manager  | County Attorney              | <del>JL</del> ED   |
|   | SEML Emergency Purchase \$10,001 to \$175,000                                     | Direct Purchase (§473.811; §§375.21 – 375.22)  | R&E Board Staff  | County Attorney              | <del>JL</del> ED   |
|   | SEML Emergency Purchase \$175,001+  | Direct Purchase (§473.811; §§375.21 – 375.22)  | R&E Board Staff  | County Attorney              | <del>Joint Leadership Team</del> ED, Executive Committee |

| Type of Purchase                       | Subtype   | Solicitation Method  | Procurement Lead  | Procurement Process Sign-off | Final Contract Approver                                  |
|--|---|--|---|------------------------------|--|
| Professional and Client Services (PCS) | Professional Services Purchase Order<br>\$0 to \$10,000 <u>Annually</u>                             | Small Purchase Order;<br>procurement card  | No solicitations needed   | NA                           | Direct purchase;<br><del>JTFED</del> delegated authority |
|  | Professional Services Contract<br>\$10,001 - \$175,000  | Competitive; RF Quotes   | R&E Board Staff; Contract Manager   | County Attorney              | <del>JTFED</del>   |
|  | Professional Services Contract<br>\$175,001+  | Competitive; RF Proposals  | <del>JTFED</del> authorizes RFP issuance; R&E Board Staff administers; <i>R&amp;E Board approves contractor</i> | County Attorney              | R&E Board  |
|  | Professional Services Contract<br>\$0 - \$175,000   | Sole Source/Single Source/§473.811   | <del>JTFED</del> approves Sole Source, Single Source & procurements using §473.811; R&E Board Staff administers | County Attorney              | <del>JTFED</del>   |
|  | Professional Services Contract<br>\$175,001+  | Sole Source/Single Source/§473.811   | <del>JTFED</del> approves Sole Source, Single Source & procurements using §473.811; R&E Board Staff administers | County Attorney              | R&E Board or Executive Committee                         |
|  | Professional Services Contract<br>\$0 to \$25,000<br>CERT SBE & Veteran Owned                       | Direct Purchase  | R&E Board Staff; Contract Manager   | County Attorney              | <del>JTFED</del>   |
|  | Professional Services Contract<br>\$25,001 - \$250,000<br>CERT SBE & Veteran Owned                  | Quotes solicited from at least three CERT Small Business Enterprise or Veteran Owned vendors if possible | R&E Board Staff; Contract Manager   | County Attorney              | <del>JTFED</del>   |
|  | Any Professional or Client Service for Joint Activities or Facility Professional Services Contracts | State, Ramsey or Washington County Master Contract, or pursuant to a cooperative purchase contract       | R&E Board Staff; Contract Manager   | County Attorney              | <del>JTFED</del>   |

### Alternative Solicitation Method

Notwithstanding anything contrary in the above matrix, in those instances where a Request for Bid (RFB) or Request for Proposal (RFP) is not specifically mandated by the matrix, the ~~Joint Leadership Team (JLT)ED~~ is delegated the authority to approve any of the solicitation methods set forth in the above matrix.

### Single and Sole Source Procurement Definitions

**Single sSource** - A direct purchase from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the R&E Board to advance important initiatives while saving the R&E Board time and money. Single source determinations will be made by the ~~JLTED~~ and approved by ~~the Ramsey or Washington County Attorney Office R&E's attorney~~. Justification for designating a contractor as a single source will be made in writing and attached to the contract presented to the R&E Board for review and approval. Single source determinations can be made based on the following reasons:

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

**Sole Source** - When it is determined that only one contractor, due to some unique characteristic of the goods, service or other special factor, possesses the ability or capability to meet particular requirements. The ~~JLTED~~ will provide written documentation to certify the goods, services or construction items are only provided by this contractor. Any such certification must be approved by the ~~Ramsey or Washington County Attorney Office R&E's attorney~~ and shall be attached to the contract presented to the R&E Board for review and approval.

## **R&E Board Procurement Guidelines – Effective January 23, 2025**

**Purpose:** These guidelines specify the procedures for soliciting and contracting for goods and services for Ramsey/Washington Recycling & Energy (R&E).

R&E buys many goods and services each year, and as the Recycling & Energy Center (R&E Center) is a governmental entity, there are state and federal laws that the R&E Board must follow, as well as provisions in the Joint Powers Agreement, Bylaws and Fiscal Agent Agreement with Ramsey County.

**Scope:** This outline applies to all acquisitions of goods and services for R&E, including procurement for the R&E Center and Joint Activities.

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- Fiscal Agent Agreement
- Minn. Stat. § 473.811, subd. 4b - Statute allows contracts for the acquisition, construction, improvement, maintenance or operation of solid waste facilities or property rights for solid waste facilities without competitive bidding.

### **Responsibility**

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The ED is the delegated authority to approve and execute amendments to renew the terms of the agreements so long as renewal options are available within the original contract and within the approved budget, in a form approved R&E's attorney. Minor changes to the scope of services will be allowed so long as they conform to the original intent of the contract. An example of a minor change permissible would be if R&E increases staff and needs to increase computer support under an existing contract to allow for the new needs of R&E to be met.

### **Cost of Living/Inflationary Rate Adjustments**

The ED is delegated authority to approve and execute amendments to adjust rate terms of the agreements so long as they are within the approved budget, in a form approved by R&E's attorney, and within the signing authority used for the original contract. For example, contracts using the ED's delegated authority may not exceed the \$175,000 anticipated contract value allowed under that delegated authority.



**Procurement Matrix**

| Type of Purchase                                | Subtype   | Solicitation Method  | Procurement Lead   | Procurement Process Sign-off | Final Contract Approver                    |
|---|---|--|--|------------------------------|--|
| Supplies, Equipment, Materials and Labor (SEML) | SEML Unique to the Facility<br>\$0 - \$175,000            | Direct Purchase (§473.811)   | ED approves Sole Source and Single Source<br>R&E Board staff administers | County Attorney              | ED   |
|   | SEML Unique to the Facility<br>\$175,001+                 | Direct Purchase (§473.811)   | ED approves Sole Source and Single Source<br>R&E Board staff administers | County Attorney              | R&E Board or Executive Committee           |
|   | SEML \$0 to \$10,000 Annually                             | Small Purchase Order; procurement card   | No solicitations needed  | NA                           | Direct purchase;<br>ED delegated authority |
|   | SEML \$10,001 to \$175,000                                | Competitive; RF Quote  | R&E Board staff; Contract Manager  | County Attorney              | ED   |
|   | SEML \$175,001+   | Competitive; RFB using either Ramsey or Washington County's processes  | R&E Board staff; Contract Manager  | County Attorney              | R&E Board or Executive Committee           |
|   | Any SEML  | State Master Contract, Ramsey or Washington County Master Contract, or pursuant to a cooperative purchase contract | R&E Board Staff; Contract Manager  | County Attorney              | ED   |
|   | SEML \$0 to \$25,000 Annually<br>CERT SBE & Veteran Owned | Direct Purchase  | R&E Board Staff; Contract Manager  | County Attorney              | ED   |
|   | SEML \$ \$25,000 to \$250,000<br>CERT SBE & Veteran Owned | CERT – Quotes solicited from at least three CERT Small Business Enterprise vendors if possible                     | R&E Board Staff; Contract Manager  | County Attorney              | ED   |
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|   | SEML Emergency Purchase \$175,001+                        | Direct Purchase (§473.811; §§375.21 – 375.22)  | R&E Board Staff  | County Attorney              | ED, Executive Committee                    |

| Type of Purchase                       | Subtype   | Solicitation Method   | Procurement Lead   | Procurement Process Sign-off | Final Contract Approver                       |
|--|---|---|--|------------------------------|---|
| Professional and Client Services (PCS) | Professional Services Purchase Order<br>\$0 to \$10,000 Annually  | Small Purchase Order;<br>procurement card   | No solicitations needed  | NA                           | Direct purchase;<br>ED delegated<br>authority |
|  | Professional Services Contract<br>\$10,001 - \$175,000  | Competitive; RF Quotes  | R&E Board Staff; Contract Manager  | County Attorney              | ED  |
|  | Professional Services Contract<br>\$175,001+  | Competitive; RF Proposals   | ED authorizes RFP issuance; R&E Board<br>Staff administers; <i>R&amp;E Board approves<br/>contractor</i>             | County Attorney              | R&E Board                                     |
|  | Professional Services Contract<br>\$0 - \$175,000   | Sole Source/Single<br>Source/§473.811   | <i>ED approves Sole Source, Single Source &amp;<br/>procurements using §473.811</i> ; R&E Board<br>Staff administers | County Attorney              | ED  |
|  | Professional Services Contract<br>\$175,001+  | Sole Source/Single<br>Source/§473.811   | <i>ED approves Sole Source, Single Source &amp;<br/>procurements using §473.811</i> ; R&E Board<br>Staff administers | County Attorney              | R&E Board or<br>Executive<br>Committee        |
|  | Professional Services Contract<br>\$0 to \$25,000<br>CERT SBE & Veteran Owned                             | Direct Purchase   | R&E Board Staff; Contract Manager  | County Attorney              | ED  |
|  | Professional Services Contract<br>\$25,001 - \$250,000<br>CERT SBE & Veteran Owned                        | Quotes solicited from at least<br>three CERT Small Business<br>Enterprise or Veteran Owned<br>vendors if possible | R&E Board Staff; Contract Manager  | County Attorney              | ED  |
|  | Any Professional or Client Service for<br>Joint Activities or Facility Professional<br>Services Contracts | State, Ramsey or Washington<br>County Master Contract, or<br>pursuant to a cooperative<br>purchase contract       | R&E Board Staff; Contract Manager  | County Attorney              | ED  |

### **Alternative Solicitation Method**

Notwithstanding anything contrary in the above matrix, in those instances where a Request for Bid (RFB) or Request for Proposal (RFP) is not specifically mandated by the matrix, the ED is delegated the authority to approve any of the solicitation methods set forth in the above matrix.

### **Single and Sole Source Procurement Definitions**

**Single Source** - A direct purchase from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the R&E Board to advance important initiatives while saving the R&E Board time and money. Single source determinations will be made by the ED and approved by R&E's attorney. Justification for designating a contractor as a single source will be made in writing and attached to the contract presented to the R&E Board for review and approval. Single source determinations can be made based on the following reasons:

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

**Sole Source** - When it is determined that only one contractor, due to some unique characteristic of the goods, service or other special factor, possesses the ability or capability to meet particular requirements. The ED will provide written documentation to certify the goods, services or construction items are only provided by this contractor. Any such certification must be approved by the R&E's attorney and shall be attached to the contract presented to the R&E Board for review and approval.

**Vendor Name:** North American Trailer Sales

**Aspen ID:** 208082

**Goods or Services Being Provided:** Aluminum Trailers

**Goods or Services Type:** SEML

**Contracting Department:** Facility **Teams:**

## Financial Information

**Contract Type:** Max Not to Exceed

**Original Contract Amount:** \$520,747.60

**Current Contract Amount Including Renewals:** \$520,747.60

**Annual Budget for These Goods or Services:**

**Maximum Potential Contract Spend Allowed Based on Signing Authority:** NA - Within Approved Budget

**Funding String:**

## Contract Overview

**Contract Begin Date:** Date of Execution

**Original Term End Date:** One Year

**Current End Date:** One Year

**Contract Authority:** Board Resolution

**If Board Resolution, Resolution Number:**

**Solicitation Method:** RFB

**Solicitation Description:** Vendor was selected through a request for bids after the original winning bidder withdrew their response.

## Additional Information



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

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

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

### **1. Term**

The term of the Agreement shall be one year from the date of execution.

### **2. Cost/Payment**

- a) The R&E Board shall pay the Contractor an all inclusive price of \$520,747.60, which includes the cost of all design, supplies, equipment, material, labor, warranty and training for the four aluminum trailers described in Exhibit A, Request for Bids for Aluminum Trailers, and Exhibit B, the Contractor’s quote sheets, attached hereto and incorporated herein. Travel costs shall be incorporated into the costs. The contractor shall not bill separately for travel and related expenses. Travel time is not reimbursable.
- b) Contract renewals and changes to pricing shall be made by written agreement.
- c) Invoices shall show applicable sales tax separately.
- d) No payment will be made until the invoice has been approved by the R&E Board.
- e) The R&E Board shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, the R&E Board will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, the R&E Board will make payment within thirty (30) days of the corrected invoice.
- f) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.
- g) The Contractor shall email invoices to [invoices@recyclingandenergy.org](mailto:invoices@recyclingandenergy.org).

### **3. Scope of Services**

Contractor shall:

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

- c) The supplies and services furnished under this Agreement is guaranteed against any defect due to faulty material or workmanship. Such defects will be replaced by the Contractor with no additional cost to the R&E Board.

**4. Audits, Reports, Records and Monitoring Procedures**

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) Agree that the R&E Board, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minn. Stat. § 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

**5. Data Privacy**

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

**6. Nondiscrimination**

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

**7. Indemnity and Insurance**

- a) Indemnity - The Vendor does hereby agree that it will defend, indemnify, and hold harmless the R&E Board, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the R&E Board may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.
- b) Insurance - The Vendor does further agree that in order to protect itself, as well as the R&E Board, it will at all times during the term of the Agreement have and keep in force:
  - i. Commercial General Liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability. The R&E Board, its agents, officers, and employees shall be added to the policy as additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the proposer providing coverage at least as broad as ISO forms CG 2010 and CG 2037, and solely as

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

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

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

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

#### **8. Independent Contractor**

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

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

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

#### **9. Subcontracting and Assignment**

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

**10. Modifications**

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

**11. Merger**

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

**12. Contractor Debarment, Suspension, and Responsibility**

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

**13. Termination**

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

If the Contractor violates any material terms or conditions of this Agreement the R&E Board may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

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

**14. Interpretation of Agreement; Venue**

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

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



## **15. Warranty**

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

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

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

**North American Trailer, LTD.**

**RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

Trista L. Martinson, Executive Director  
**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Approved As To Form:**

**By:** \_\_\_\_\_

County Attorney

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

Reviewed by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**Additional – Specification Requirements**  
**RFB-Enclosed Trailers**  
**Aluminum Trailers**

**1.0 PURPOSE**

The purpose of this Appendix is to provide sufficient specification requirement information for suitable qualified Contractors to furnish transfer trailers to transport materials associated with resource recovery facilities. These materials will include, but not be limited to, the following: Municipal Solid Waste (MSW), Refuse Derived Fuel (RDF), and residue. “Suitably qualified” means that the Contractor shall be able to demonstrate satisfactory performance of the offered, or similar, equipment in a comparable application to the satisfaction of R&E.

R&E intends to purchase **four (4)** enclosed trailers.

**2.0 SCOPE OF SUPPLY**

**2.1 GENERAL**

**Appendix A** is not intended to be restrictive. An approved equal may be proposed but shall be approved by R&E. Alternate transfer trailers may be submitted as equal to the specified equipment. The burden of proof of equality shall be the responsibility of the Contractor. However, to retain consideration, the Contractor’s base bid shall be prepared using the information provided per the RFB and Appendix A and Appendix B. **If R&E receives the product with components or designs unapproved, the trailer will be rejected at time of delivery and not hold R&E liable for freight expenses.**

R&E reserves the right, throughout the term of the contract, to purchase an additional number of trailers.

The Contractor shall bid aluminum panel smooth side moving floor trailers.

**2.2 WORK INCLUDED**

The total scope of the contract shall include design, supply, and delivery and performance warranties for the specified equipment. The Contractor shall furnish complete transfer trailer, including:

- Self-unloading trailers capable of load/unload MSW, RDF, or PROCESS RESIDUE.
- Maintenance instructions/manuals

- Assembly and Structural Drawings
- Recommended spare parts list and pricing
- Surface preparation and painting
- Initial fill and operating fluids and lubricants.

### 2.3 **EXCLUSIONS (PROVIDED BY R&E)**

- External hydraulic wet packs for moving floor operation.

## 3.0 GENERAL DESCRIPTION

The transfer trailers will be used to transport various materials to and from processing facility, which is located in Newport, Minnesota and is owned by the Ramsey/Washington Recycling & Energy Board. These trailers will be required to travel on paved highways as well as unpaved surfaces, such as sanitary landfills and roads leading to and from such landfills.

## 4.0 OPERATING REQUIREMENTS

The transfer trailers will be loaded by means of stationary compactors. The trailers shall be designed to withstand all the forces exerted on the trailer body by compactor loading (**maximum compactor thrust 150,000 LBF**). The trailers shall have a full size rear door for unloading purposes. This rear door, as well as the trailer itself, shall be compatible for loading by means of the stationary compactors at the facility. The trailers shall be designed to provide a means for locking the trailers to the compactor using the compactor center pin hook. It is the Contractor's responsibility to verify dimensions and compatibility with the existing compactors.

The trailers shall be constructed of aluminum. The transfer trailers shall meet all the requirements for maintaining maximum payload in the State of Minnesota over a ten (10) ton road. The trailers shall also conform to all Federal Department of Transportation regulations.

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

## 5.0 DETAIL GUIDE

## 5.1 GENERAL CONSTRUCTION

- The construction of this equipment shall conform to the requirements as outlined in this Appendix.
- All furnished equipment shall meet OSHA standards.
- **All hydraulic piping shall be stainless steel seamless pipe, socket welded throughout.**
- **ALL TRAILERS TO BE MINNESOTA STATE D.O.T CERTIFIED AND LICENSED PRIOR TO DELIVERY**

## 5.2 SPECIFIED REQUIREMENTS

### **Target Weight**

NOT TO EXCEED 20,500 LBS  
108 CUBIC YARDS MINIMUM

### **Target Height**

13'6"

### **Target Length**

45'0"

### **Maximum Width**

8'0"

### **Axles**

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

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

### **Tires**

Michelin XZE-2 11Rx 22.5

### **Rims**

Steel HP 22.5 x 8.25 10 hole white powder coated

### **Brakes**

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

### **Hub/Drum**

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

### **King Pin**

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

### **Landing Gear**

Heavy Duty, 2-speed crank type Holland Mark 5, crank mounted on driver side. 200,000-lbs. static load capacity with cushion foot sand pad. The landing gear shall also have a 4" O.D. scheduled 80 pipe installed inside the legs. **See Appendix B - Landing Gear for details attached hereto and made a part of this RFB.** (This landing gear can be purchased at Fleet Pride in St. Paul, Minnesota.) The landing gear is to be located 33’0” from the rear of the trailers and have a 72" centerline spacing. The landing gear shall have heavy duty bracing for multiple use.

### **Lights**

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

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

### **Mud Flaps**

Standard rubber composition at rear.

### **Paint**

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

Galvanization as a weldment is acceptable.

### **Compactor Pin**

Pin shall be 2-3/4” in diameter by 9” high. Centered 35-1/2” opening in the sub frame.

The pin shall be 2-3/4” in diameter. Pin opening in the sub frame shall be 35-1/2” wide, centered between the wheels of the trailer with a 9-1/4” pin opening height. Pin opening shall be 40” from ground surface and shall be 9-1/4” (i.e. opening shall be from 40” – 49-1/4” from ground surface).

### **Ejection System**

Hydraulically operated and compatible with a wet pack operation at 3,000 PSI pressure and 30 GPM flow. Male Pioneer 4010-6P quick disconnect couplers mounted approximately fifteen (15) feet from rear of trailer, with 2 (TWO) duplicate sets mounted at the front of the trailer. The couplers will be compatible with each facilities present couplers. The moving floor shall be a Hallco 4000 ejection floor system with 3/8 aluminum slats. Twenty-one (21) slat design with “T” block bearings on the floor discharge end. Last 8 feet of floor to have a 3/8” aluminum overlay.

### **Body**

Aluminum smooth side panels landfill tolerant design on both trailer frame and body. Either horizontal or vertical panels are acceptable. Sides, front bulkhead, roof and floor shall be able to withstand all forces exerted by compactor loading (**Max. compactor thrust 150,000 LBF**). Interior panel shall be thicker than exterior panel. Recommendations from the Contractor will be reviewed to achieve maximum strength while meeting weight requirements.

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

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

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

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

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

### **Door**

See Appendix D for additional details. Rear door is of double door design, a mechanism shall be provided for unlatching the rear doors from the driver side. Small door shall sit flush and protrude out from the large door (i.e. inner (smaller) door shall not be pocketed into the larger door). The handle for unlatching the large door shall be approximately 2-4 feet from the rear of the trailer and a minimum 1 inch schedule 40 steel rod shall be used to connect the handle to the door mechanism. There are two (2)

handles (one for each door). The large (full) door handle shall be located such that the operator is within four (4) feet of the rear of the trailer accessing the handle operating large door. The smaller door handle shall be located at the rear of the trailer on the driver's side.

Large door shall use "U-bolt" latches. A mechanism shall be provided so the outer door (small door) will open while the big door (inner door) is secured. Both door mechanisms shall be on the exterior of the trailer body panels. A method of adjusting both inner and outer door closure shall be provided. Doors must rest flush against trailer wall when open. Hinge design must be approved by R&E. Each hinge pin shall be stainless steel. No brass bushings. Each hinge requires a minimum of two (2) tapped grease zirks, and the hinge bore shall be 0.005" larger than the hinge pin diameter.

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

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

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

The front access door hinge shall be located on the bottom and shall be a minimum of 10 gauge with 3/8" pin (piano hinges will not be acceptable).

#### **Floor Height**

The floor height is to be at 53" empty.

#### **Maximum Unloading Time**

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

#### **Decal**

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

#### **Miscellaneous**

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

## **6.0 PERFORMANCE**



## **6.1 GENERAL PERFORMANCE**

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

## **6.2 PERFORMAMANCE GUARANTEES**

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

It shall be understood that normal trailer operation shall include compacting into the trailer with up to 150,000 pounds force on a high frequency basis (as much as fifteen (15) times per day) with sufficient quantities of RDF, MSW, or RESIDUE to obtain a gross vehicle weight of 80,000 pounds while still maintaining legal rear axle weights. Furthermore, fully loaded trailers shall be operated in landfills on a continuous basis.

The Contractor guarantee shall address the following elements:

### **A. Corrective Maintenance**

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

### **B. Routine Maintenance**

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

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

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

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

## **7.0 EQUIPMENT WARRANTY**

### **7.1 COMPREHENSIVE WARRANTY**

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

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

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

### **7.2 PERFORMANCE WARRANTY**

The equipment shall be tested by R&E at least once within the first six (6) months after delivery of the equipment. The test will run for thirty (30) loads over fifteen (15) consecutive days. The equipment shall meet the following criteria:

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

## **8.0 SUBMISSIONS AFTER RECEIPT OF CONTRACT**

After award of the contract, the Contractor shall furnish eight (8) copies of the following documents to the operation staff of each facility in accordance with the agreed-upon schedule:

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

## **9.0 SUPPLEMENTAL PROVISIONS**

### **9.1 SHIPMENT AND STORAGE**

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

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

### **9.2 SURFACE PREPARATION AND PAINTING**

In general, all components of standard manufacture purchased by the Contractor and furnished for this contract shall be prepared and finish painted in accordance with the component manufactures standard practice. All equipment and structural steel fabricated by the Contractor shall be cleaned, prepared, primed and finish painted in accordance with applicable painting codes and standards of Steel Structures Painting Council Surface Preparation Spec (SSPC-SP 6). All Painting shall be consistent with the specified intended service and the Contractor shall adhere to the paint manufacture's requirements. All surfaces shall be thoroughly cleaned before priming and painting. Priming shall be a 2 (two) part epoxy primer 4-6 mil thickness R&E approved equivalent. Finish paint shall consist of a two (2) part polyurethane in a color selected by R&E of a thickness of 2-

4 mils, total thickness to be no less than 6 mils. The underside of the trailers shall be painted black.

### **9.3 NAMEPLATES**

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

The nameplate shall be stamped with the following information:

- Item
- Serial Number
- Design Capacity

## **10.0 QUALITY PROGRAM REQUIREMENTS**

### **10.1 QUALITY CONTROL (QC) PROGRAM**

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

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

### **10.2 NOTIFICATION POINTS**

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

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

### **10.3 QUALITY PROGRAM INTERFACE**

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

### **10.4 SUBMITTAL OF MANUFACTURING/ERECTION SCHEDULE**

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

### **10.5 DOCUMENTATION**

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

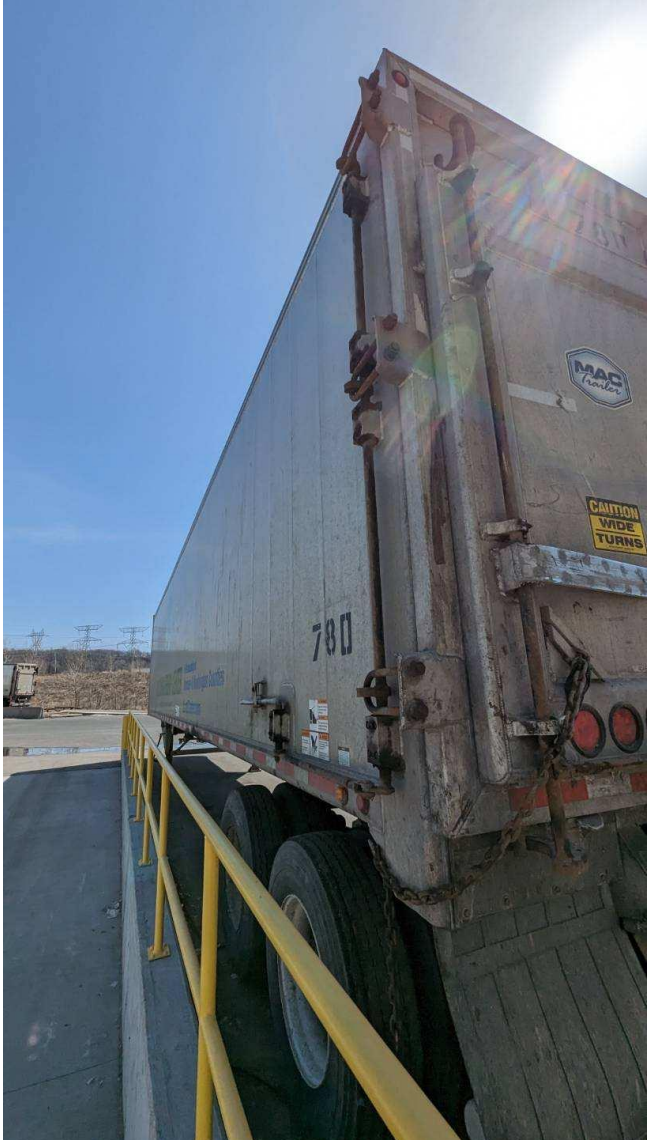
**10.5.2 Documentation Schedule** – This specification requires specific documents to be formally submitted to R&E for information or review and approval. If these documents are changed subsequent to submittal, the Contractor shall resubmit the revised document (s) to R&E for information or review and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


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

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

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

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

|   |                    |   |
|---|--------------------|---|
| <b>Photo No.</b><br>1   | <b>Date:</b><br>NA |  |
| <b>Description:</b><br><br>Photograph showing the general concept of the door closure mechanism on the exterior of the trailer body for the large door as well as the general closure mechanism on the small door. Photograph also shows the small door protruding beyond the large door. Small door shall not be nested in the large door. |                    |   |

|  |              |
|--|--------------|
| <b>Photo No.</b><br>2  | <b>Date:</b> |
| <b>Description:</b><br><br>Photograph showing the general concept for hinges. Hinge design shall allow small door or both doors to open fully and rest against the trailer body. |              |
|   |              |




|                       |              |
|-----------------------|--------------|
| <b>Photo No.</b><br>3 | <b>Date:</b> |
|-----------------------|--------------|

**Description:**

Photograph showing the general concept of the small door closure mechanism on the exterior of the door. Photograph also shows a protective “wedge” just below the “Caution Wide Turns” warning.



|  |              |
|--|--------------|
| <b>Photo No.</b><br>4  | <b>Date:</b> |
| <b>Description:</b><br><br>Photograph showing the general concept for u-bolt latch design specified. |              |
|                   |              |

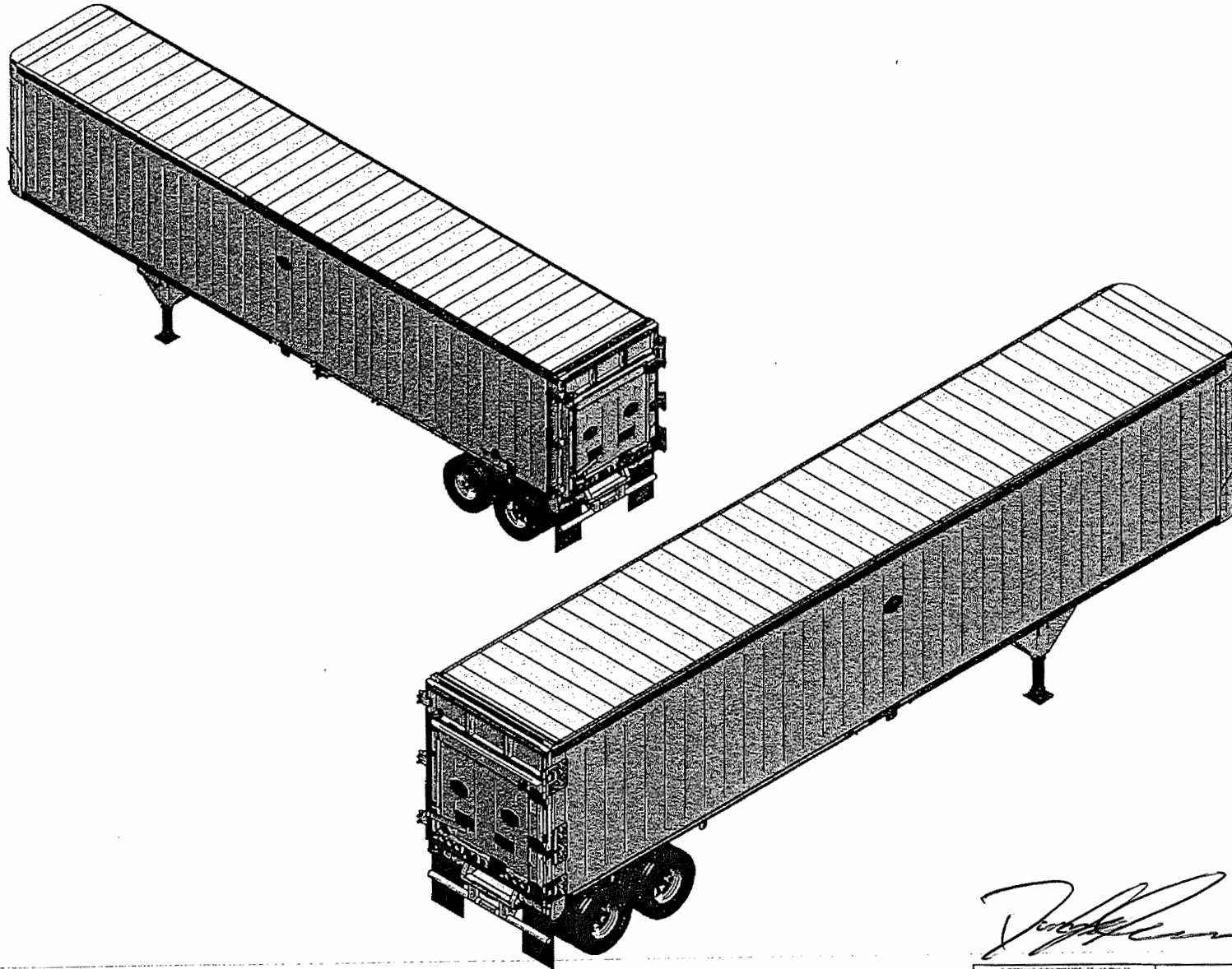
**Photo No.**  
5

**Date:**

**Description:**

Photograph showing the general concept for trailer landing gear.



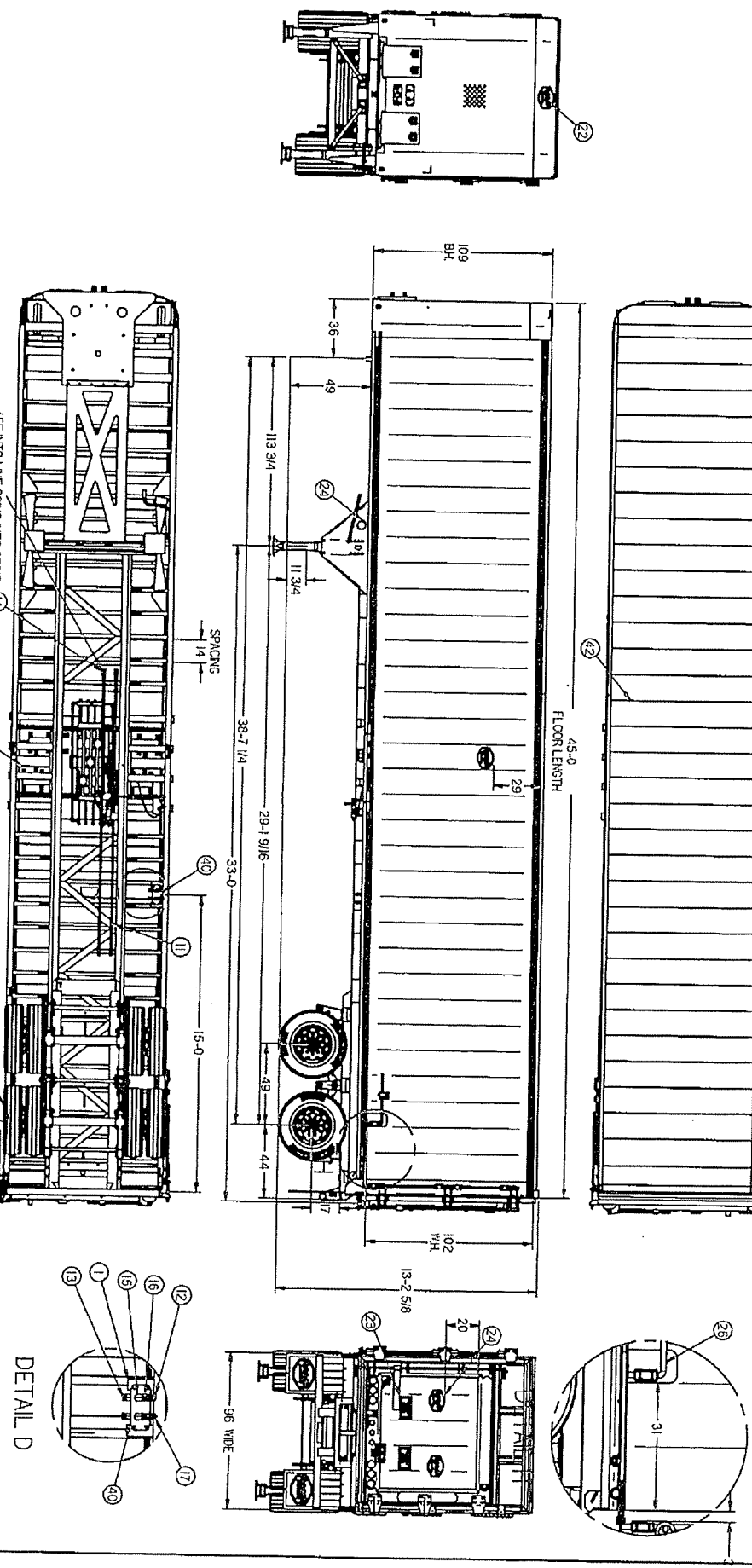


*[Handwritten Signature]*  
8/20/19

56497-56499 CUSTOMER

|  |           |                         |       |     |                                       |                     |
|--|-----------|-------------------------|-------|-----|---------------------------------------|---------------------|
| <small>THE PROPERTY OF THE TRAILER MANUFACTURER. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.</small> |           |                         |       |     | <b>MAC TRAILER MANUFACTURING INC.</b> |                     |
| <small>UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES. TOLERANCES ARE: DIMENSIONS TO BE SHOWN AS DECIMALS: ±0.0625; DIMENSIONS TO BE SHOWN AS WHOLE NUMBERS: ±0.125.</small>   |           |                         |       |     | RAVENHURST COUNTY                     |                     |
| 1  | 8/14/2019 | RELEASED FOR PRODUCTION | N/A   | MHH | DRAWN 14/19                           | DATE: 8/14/2019     |
| REV.   | DATE      | REASON FOR CHANGE       | ECN # | BY  | WEIGHT: 197321 lbs                    | REVISION: 1         |
|  |           |                         |       |     | PAGE 1 OF 12                          | PART NO 56497-56499 |

| ITEM | QTY | PART No.     | DESCRIPTION                      | WEIGHT    | ITEM | QTY  | PART No.     | DESCRIPTION                            | WEIGHT     |   |          |                       |         |
|------|-----|--------------|----------------------------------|-----------|------|------|--------------|--|------------|---|----------|-----------------------|---------|
| 31   | 1   | 56497-4CT    | SEALER-GATE                      | 97.44 lbm | 16   | 2    | 25801004     | HPR-LET 1P 1HX                         | 0.9 lbm    |   |          |                       |         |
| 32   | 1   | 56497-LT     | 56497-LIGHTS                     | 5.8 lbm   | 17   | 1    | 25801011     | ORIG CO-CHEM PIONEER 40.0-GP           | 0.8 lbm    |   |          |                       |         |
| 33   | 1   | 56497-AL     | 56497-ALUMINUM                   | 0.0 lbm   | 18   | 2    | 25810910     | 1" TEE BR                              | 0.0 lbm    |   |          |                       |         |
| 34   | 1   | 56497-SF     | 56497-SUPPORTS                   | 4.060 lbm | 19   | 1    | 25801401-540 | HALLCO 41104 3 CTX 23 SLAT 45" TRAILER | 4205.0 lbm |   |          |                       |         |
| 35   | 1   | 56497-SI     | 56497-SIDES                      | 438.9 lbm | 20   | 0.67 | 28801007     | PIKTRAFEE 1 BLACK                      | 0.0 lbm    |   |          |                       |         |
| 36   | 2   | 57000891     | HOLDUP BRACKET STD               | 1.3 lbm   | 21   | 0.33 | 28801007     | PIKTRAFEE 1 BLACK                      | 0.0 lbm    |   |          |                       |         |
| 37   | 2   | 57001041     | LF ADJUST BRACKET ALUMINUM 3115  | 1.0 lbm   | 22   | 5    | 28111130     | BECK O-RING 9-3/4 X 13"                | 0.0 lbm    |   |          |                       |         |
| 38   | 1   | 58003700-540 | HYPHALIC GROUP BASIC 45"         | 0.0 lbm   | 23   | 2    | 28120133     | WAX TREN STICKER 7 X 13                | 0.0 lbm    |   |          |                       |         |
| 39   | 1   | 58003700-540 | HYPHALIC GROUP BASIC 45"         | 0.0 lbm   | 24   | 1    | 28800401     | SPR REG CABO A61                       | 0.0 lbm    |   |          |                       |         |
| 40   | 1   | 58003715     | SLOPE PLATE ASS'Y/SL 45"         | 5.8 lbm   | 25   | 2    | 56004282     | CHRY LUG WRC                           | 0.6 lbm    |   |          |                       |         |
| 41   | 1   | 58005159     | SLOPE PLATE ASS'Y/SL 45" W 46" L | 17.6 lbm  | 26   | 1    | 55007951-3   | GATE LATCH MANUAL ASSY SS/SP STAINLESS | 2.00 lbm   |   |          |                       |         |
| 42   | 1   | 5800895-540  | ALUM FULL LD 95" W 46" L         | 18.92 lbm | 27   | 1    | 55007915     | GATE HANDLE LK/KEY COORDTOR 40"        | 40.3 lbm   |   |          |                       |         |
|      |     |              |                                  |           | 28   | 1    | 55007915     | GATE HANDLE LK/KEY COORDTOR 40"        | 11.8 lbm   |   |          |                       |         |
|      |     |              |                                  |           | 29   | 1    | 56497-RH     | 56497-RH/HEAD                          | 35.55 lbm  |   |          |                       |         |
|      |     |              |                                  |           | 30   | 1    | 56497-FL     | 56497-FL/COR                           | 40.33 lbm  |   |          |                       |         |
|      |     |              |                                  |           |      |      |              |  | 15         | 4 | 25801081 | ELBOW 1" P 90° STREET | 4.9 lbm |



56497-56499 CUSTOMER

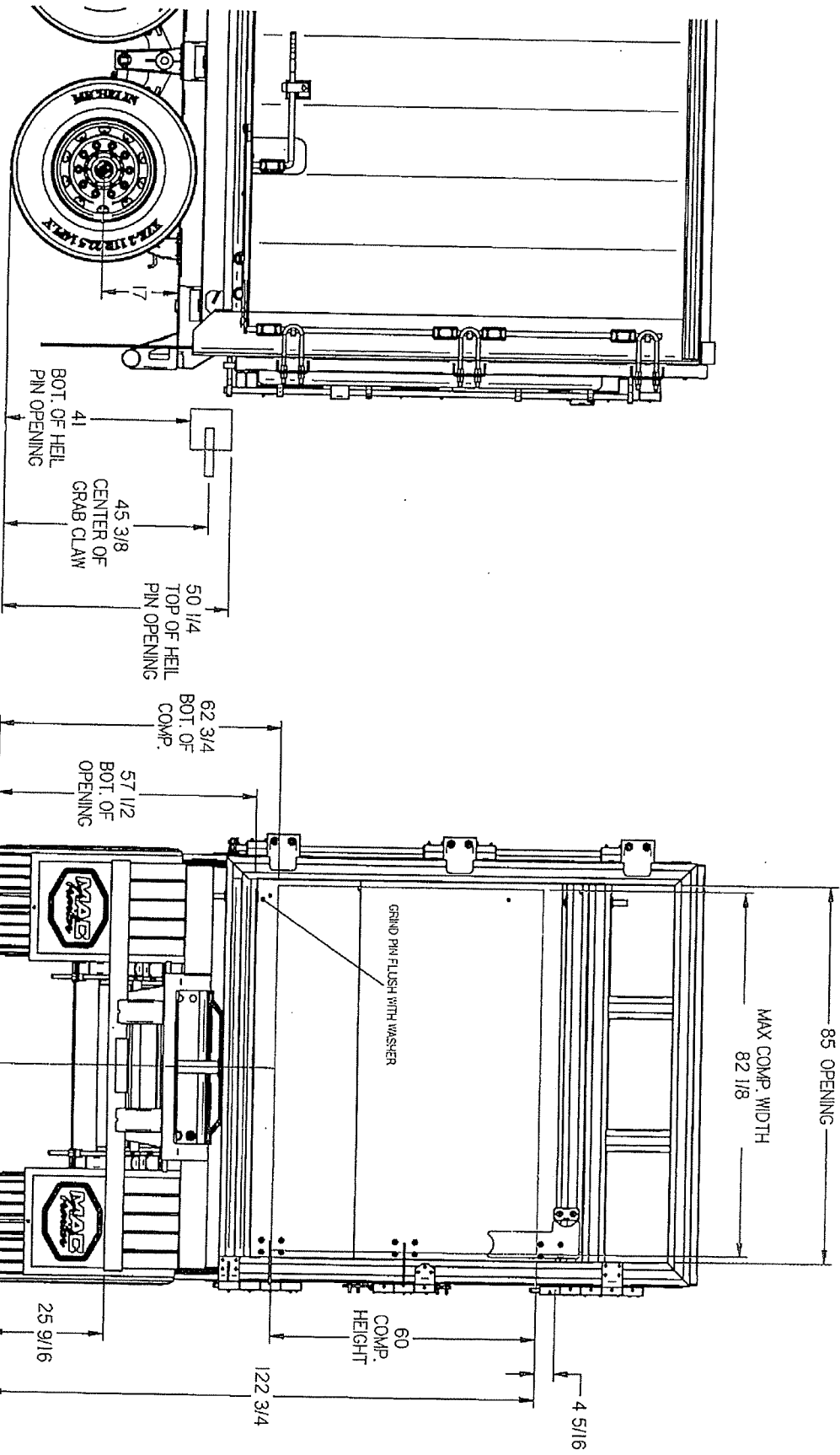
HALLCO 4030 SERIES  
3" CULID STROKE  
23 SLAT

DETAIL D

MAC TRAILER MANUFACTURING INC.  
 1000 W. 10th Street, Suite 100  
 Denver, CO 80202  
 PHONE: 303.733.1100  
 FAX: 303.733.1101  
 WWW.MAC-TRAILER.COM

DATE: 8/14/2019  
 DRAWN: MHH  
 PART NO: 56497-56499

56497-56499 COMP. DIM.



*Handwritten signature*  
8/20/15

|   |                               |   |            |
|---|-------------------------------|---|------------|
| THE OFFICE OF THE SECRETARY OF TRANSPORTATION<br>FEDERAL MOTOR SAFETY COUNCIL<br>400 PENNSYLVANIA AVENUE, N.W.<br>WASHINGTON, D.C. 20540-0001 |                               | <b>MAC TRAILER MANUFACTURING INC.</b><br>1000 W. 10TH ST. S.W.<br>GRAND RAPIDS, MI 49508-1100 |            |
| CLASSIFICATION SECTION<br>NO. 14-17 REVISED 11/82   | DRAWING NO.<br>DATE 8/14/2015 | PART NO.<br>56497-56499   | REVISION 1 |

# Aluminum Trailer RFB – Addendum Two



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

**Issued Date: July 29, 2024**

**Addition(s)/Change(s)/Clarification(s):**

- Change in Solicitation Response Due Date
- Change in Terms and Conditions
- Other

**Please Note the Following Additions(s)/Change(s)/Clarification(s):**

The due date for responses is being extended. **Responses will be due August 5, 2024 at 4:00 PM, CST.**

The specifications attached to this Addendum are being added to the RFB and should be reviewed and considered along with the specifications included at Attachment 5.

**All Addenda are to be acknowledged on the Cover Page to be included with your submission. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE SOLICITATION RESPONSE. Unless otherwise specified above, the Solicitation Response due date and time and all other Terms and Conditions remain the same.**

# Aluminum Trailer RFB – Addendum One



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

**Issued Date: July 18, 2024**

**Addition(s)/Change(s)/Clarification(s):**

- Change in Solicitation Response Due Date
- Change in Terms and Conditions
- Other

**Please Note the Following Additions(s)/Change(s)/Clarification(s):**

The solicitation response form (Attachment 1) on Page 24 of the RFB incorrectly requests a “total written price for the purchase and delivery of **four enclosed aluminum trailers and two open top trailers (six trailers in total)** meeting the requirements included in this RFB Packet.” The requested pricing should be for **four enclosed aluminum trailers only**. Please provide total pricing for four enclosed trailers as specified.

**All Addenda are to be acknowledged on the Cover Page to be included with your submission. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE SOLICITATION RESPONSE. Unless otherwise specified above, the Solicitation Response due date and time and all other Terms and Conditions remain the same.**



**Attachment 1 – Solicitation Response Form**

|  |
|--|
| <p><b>Solicitation Title:</b> Aluminum Trailers RFB</p> <p><b>The following shall be completed by the Contractor:</b></p> <p>Company Name:</p> <p>Total Number of Solicitation Pages:</p> <p>Total Number of Pages in Contractor's Solicitation Response:</p> <p>Acknowledgement and Number of Solicitation Addenda Received:</p>  |
| <p><b>PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM</b></p> <p>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.</p>   |
| <p><b>Contract Price:</b></p> <p>Please provide total written price for the purchase and delivery of <b>four enclosed aluminum trailers</b> meeting the requirements included in this RFB Packet. Pricing is to include the cost of all design, supplies, equipment, material, labor, warranty, and training to furnish and delivery. Travel cost shall be incorporated into the costs. The Contractor shall not bill separately for travel and related expenses. Travel time is not reimbursable.</p> <p><b>Total Price: \$ _____</b></p> |

**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:

|   |   |   |
|---|---|---|
|  | <b>Ramsey/Washington<br/>Recycling &amp; Energy</b> | Ramsey/Washington<br>Recycling & Energy<br>100 Red Rock Road<br>Newport, MN 55055 |
|   | <b>Request For Bids</b>                             |   |

**Materials and/or Service: Aluminum Trailers**

**Responses must be received by 4:00 p.m. Central Time on August 1, 2024.**

**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.

**BIDDERS 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.

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# Recycling & Energy Center Aluminum Trailer RFB

## Table of Contents

| <u>Section</u>  | <u>Page</u> |
|---|-------------|
| <b>1.0 RFB Introduction and Background</b> .....                      | <b>6</b>    |
| 1.1. Solicitation Description and Process .....                       | 6           |
| 1.2. About Ramsey/Washington Recycling & Energy and the Project ..... | 6           |
| 1.3. Purpose of RFB .....   | 6           |
| 1.4. Contract Term & Schedule .....                                   | 6           |
| 1.5. Costs .....  | 6           |
| 1.6. RFB Schedule of Events .....                                     | 7           |
| 1.7. Minimum Qualifications .....                                     | 7           |
| 1.8. Incurred Expenses .....  | 7           |
| 1.9. Questions and Inquiries.....                                     | 7           |
| 1.10. Clarification and Discussion of Proposals .....                 | 8           |
| 1.11. Amendments and Addenda.....                                     | 8           |
| <br>  |             |
| <b>2.0 Instructions for Bidders</b> .....                             | <b>9</b>    |
| 2.1. Advertisement for Bid/Public Notice.....                         | 9           |
| 2.2. Instructions for Bidders .....                                   | 9           |
| Table 05: Bid Checklist.....  | 10          |
| 2.3. Cover Letter .....   | 11          |
| 2.4. Bid Response Form .....  | 11          |
| 2.5. Contractor Information and Reference Form.....                   | 11          |
| 2.6. Pricing Worksheet .....  | 11          |
| 2.7. Bid Bond .....   | 11          |
| 2.8. Work Examples .....  | 12          |
| 2.9. Exceptions to Terms and Conditions .....                         | 12          |

---

Table of Contents (cont)

2.10. Application for Designation of Trade Secret Information ..... 12

**3.0 General Solicitation Standard Terms and Conditions .....13**

3.1. Selection ..... 13

3.2. Notice of Intent Award ..... 13

3.3. Public Notice..... 13

3.4. Negotiations and Contract Execution..... 13

3.5. Contracting Ethics..... 14

3.6. No Obligation, Right of Rejection, and Multiple Award ..... 14

3.7. Bidder’s Certification ..... 14

3.8. Offer Held Firm ..... 14

3.9. Amendment/Withdrawal of Proposals..... 15

3.10. Clarification of Proposals..... 15

3.11. Rights to Submitted Material ..... 15

3.12. Contract Negotiation ..... 15

3.13. Failure to Negotiate..... 15

3.14. Non-Collusion Statement ..... 15

**4.0 Trailer Specifications.....16**

4.1. Specifications..... 16

4.2. Pricing ..... 16

4.3. Delivery..... 16

**5.0 General Agreement/Contract Terms and Conditions .....16**

5.1 Contract Term..... 16

5.2 Contract Pricing ..... 16

5.3 Contract Approval..... 17

5.4 Contract Dispute..... 17

5.5 Possession of Firearms on R&E Premises ..... 17

5.6 Indemnification and Hold Harmless ..... 17

5.7 Insurance Requirements..... 17

5.8 Termination ..... 18

|   |   |                            |
|---|---|----------------------------|
| 5.9   | Merger .....  | 18                         |
| 5.10  | Conflict of Interest .....  | 18                         |
| 5.11  | Pending and Recent Litigation.....  | 18                         |
| 5.12  | Contract Modifications.....   | 18                         |
| 5.13  | Contractor Debarment, Suspension, and Responsibility.....                                 | 19                         |
| 5.14  | Performance .....   | 19                         |
| 5.15  | Subcontractors .....  | 19                         |
| 5.16  | Non-Discrimination Clause .....   | 19                         |
| 5.17  | Compliance with Law.....  | 20                         |
| 5.18  | Force Majeure .....   | 20                         |
| 5.19  | Policy Compliance.....  | 20                         |
| 5.20  | Public Information.....   | 20                         |
| 5.21  | Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention ..... | 21                         |
| 5.22  | Data Practices .....  | 21                         |
| 5.23  | Interpretation of Agreement; Venue .....  | 21                         |
| 5.24  | Clean Up .....  | 21                         |
| 5.25  | Protection of Persons and Property .....  | 21                         |
| 5.26  | Title Risk of Loss.....   | 21                         |
| 5.35.   | Warranty.....   | 22                         |
| 5.36.   | Ownership of Work Product.....  | 22                         |
| <b>Attachments .....</b>  |   | <b>22</b>                  |
| <b>Attachment 1 – Solicitation Response Form .....</b>                          |   | <b>24</b>                  |
| <b>Attachment 2 – Contractor Information and Reference Form .....</b>           |   | <b>25</b>                  |
| <b>Attachment 3 – Contractor Application for Trade Secret Information .....</b> |   | <b>27</b>                  |
| <b>Attachment 4 – Questionnaire .....</b>                                       |   | <b>28</b>                  |
| <b>Attachment 5 – Specification Requirements .....</b>                          |   | <b>External Attachment</b> |
| <b>Attachment 6 – Photographic Log .....</b>                                    |   | <b>External Attachment</b> |

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## 1.0 RFB 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 place an order as a result of this inquiry. This Request for Bids (RFB) is intended to solicit bids from contractors capable of meeting the Ramsey/Washington Recycling & Energy's (R&E) need for trailers to transport organic waste contained inside durable compostable bags (DCBs), organic rich material, refuse derived fuel (RDF), process residue, municipal solid waste (MSW), and non-processible bulky waste ("Project").

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 RFB and the selected solicitation response(s) to this RFB 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 RFB and the successful proposal. For purposes of this RFB, the term "vendor," "contractor," "offeror," "bidder" and "proposer" are considered to have the same meaning.

### 1.2. About Ramsey/Washington Recycling & Energy

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

The Recycling & Energy Center (R&E Center) is a Refuse Derived Fuel (RDF) processing facility in Newport, Minnesota. The facility has been in commercial operation since 1987 and was developed in a partnership between Ramsey and Washington Counties and Northern States Power Company (NSP). The facility processes mixed municipal solid waste into five streams: ferrous metals, non-ferrous metals, RDF, process residue, and non-processible bulky waste. The facility currently processes over 400,000 tons of municipal solid waste per year, generating up to 340,000 tons of RDF for use at power plants in Red Wing and Mankato, Minnesota.

### 1.3. Purpose of RFB

R&E seeks to purchase trailers suitable for the transport of materials associated with resource recovery activities. The materials to be transported include, but are not limited to, organic waste contained inside durable compostable bags (DCBs), process residue, RDF, non-processible bulky waste and municipal solid waste. R&E will purchase **four enclosed aluminum trailers** with desired delivery as soon as the trailers can be made available.

### 1.4. Contract Term & Schedule

The term of the resulting Agreement shall begin up execution and shall continue through the latest stated delivery date included in the proposal.

### 1.5. Costs

The resulting contract will be a fixed bid price. The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work. The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

**1.6. RFB Schedule of Events**

The following RFB Schedule of Events represents the best estimate of the schedule the R&E will follow. The 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 RFB Addendum. If potential contractors desire to view existing trailers in person prior to proposing, a meeting at the R&E Facility to do so may be scheduled with the contact listed in Table 2.

**Table 01: RFB Schedule of Events**

| <b>Event</b>                          | <b>Estimated Date</b>       |
|---------------------------------------|-----------------------------|
| Request for Bids Released             | July 17, 2024, 2024         |
| Deadline for Questions From Vendors   | July 26, 2024 @ 4:00pm CST  |
| Deadline for Proposal Submissions     | August 1, 2024 @ 4:00pm CST |
| Contract Negotiations and final award | August 9, 2024              |
| Anticipated Contract Start Date       | August 23, 2024             |

**1.7. Minimum Qualifications**

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

**1.8. Incurred Expenses**

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

**1.9. Questions and Inquiries**

It shall be the responsibility of the contractor to inquire about any portion of the RFB that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFB must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and contractors shall insert "R&E Center Aluminum Trailer RFB Question" in the subject line. Oral communications will not be accepted. The following table provides the primary contact information.

**Table 02: Point of Contact**

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

Questions and inquiries related to this RFB, 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. Contractors 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 contractor's response. The decision to reject a Proposal is solely that of the R&E.

In accordance with the RFB Schedule of Events in Section 1.4, all questions must be received in writing no later than August 1, 2024 at 4:00pm Central Time. Questions and answers will be issued in



accordance with Section 1.12, Amendments and Addenda.

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

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

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

All clarifications and RFB revisions will be documented in an addendum and published to R&E's website, <http://morevaluelesstrash.com/>. 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. Bidders shall acknowledge each addendum issued on the Solicitation Response Form (Attachment 1) which shall be signed and returned with bidders' responses. R&E reserves the right to revise the RFB prior to the deadline for bid submissions as shown in Table 01. Revisions shall be documented in an addendum and published to the R&E website.

## **2.0 Instructions for Bidders**

### **2.1. Advertisement for Bid/Public Notice**

R&E uses its website, <https://recyclingandenergy.org/vendors/> to release all competitive solicitations and associated addenda. Construction-related solicitations shall be published in R&E's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in R&E's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

### **2.2. Instructions for Bidders**

#### **General Instructions**

It will be the sole responsibility of the Bidder to submit its bid to the R&E before the closing deadline. Late bids will not be considered and will be returned unopened to the Bidder.

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

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

Vendors must address all information specified by this RFB. All questions must be answered completely. R&E reserves the right to verify any information contained in the Vendor's RFB response and to request additional information after the RFB 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 RFB 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 bid responses is established in Section 1.4, RFB Schedule of Events. The deadline is as shown in Table 01. Central Time. Bid responses received at the R&E after this deadline will not be accepted and will be returned to Contractor. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Bidders shall submit one (1) hard copy of the bid response. The original shall be submitted in a sealed envelope, with the RFB title on the outside, to the mailing address listed in Table 04. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name and base bid will be read at the public opening.

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

**Table 04: Proposal Mailing Address**

| <b>R&amp;E Mailing Address</b>  |
|---|
| Attn: James Redmond<br>Ramsey/Washington Recycling & Energy<br>100 Red Rock Road<br>Newport, MN 55055 |

The following table contains the organization guidelines for Proposal responses.

**Table 05: Bid Checklist**

| <b>RFB Attachment Number</b> | <b>Bid Section</b>   | <b>RFB Section Number</b> |
|------------------------------|--|---------------------------|
| -                            | Signed Cover Letter  | 2.3                       |
| Attachment 1                 | Completed Bid Response Form (attached)                             | 2.4                       |
| Attachment 2                 | Contractor Information and Reference Form (attached)               | 2.5                       |
| -                            | Bid Bond   | 2.7                       |
| -                            | Work Examples  | 2.8                       |
| -                            | Exceptions to Terms and Conditions                                 | 2.9                       |
| Attachment 3                 | Application for Designation of Trade Secret Information (attached) | 2.10                      |
| Attachment 4                 | Questionnaire  | 2.11                      |
| Attachment 5                 | Specification Requirements for Enclosed Trailers                   | 4.1                       |
| Attachment 6                 | Photographic Log   | 4.1                       |

### **2.3. Cover Letter**

The first section of the Bid 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 Bid evaluation;
- iii. A summary of the company's background and history;
- iv. A summary of claims brought against the contractor, subcontractors, and proposed project team members;
- v. 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;
- vi. A brief summary of the Bid contents;
- vii. A statement to the fact that the proposal shall remain valid for a period of not less than 180 days from the date of submittal; and
- viii. Signature of a person who is authorized to sign contracts for the company.

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

A signature on the Cover Letter hereby provides the 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 contractor 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 RFB.

### **2.4. Bid 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. Bid Bond**

The next section of the Proposal should be a Bid Bond. A Bid Bond is a guarantee that the Contractor will honor its bid and sign all contract documents if awarded the contract. The Contractor shall submit a properly executed Bid Bond with its bid response and in accordance with the RFB requirements. A Bid Bond equal to 5% of the Contractor's bid amount is required for this procurement. If a Bid Bond is not submitted in accordance with RFB requirements or if the Bid Bond is not properly signed, the bid may be rejected. Checks are not accepted in lieu of a Bond. Bid Bonds will not be returned by R&E to the Contractor. Checks are not accepted in lieu of a Bond.

### **2.7. Work Examples**

The next section shall contain three (3) examples of finished products similar to those types requested in this RFB.

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

The next section of the Proposal should include any exception the contractor takes to the terms and conditions set forth in this RFB. The contractor 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 contractor will describe exceptions to the RFB and identify their impact to the R&E, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The R&E reserves the right to disallow exceptions it finds are not in the best interests of the R&E. Any and all exceptions to the requirements of this RFB must be identified and fully explained in the submitted Proposal. It is the R&E's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

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

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

The solicitation response shall not be contingent on 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)

County 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.

## **2.10 Questionnaire**

Respondents should fill out and submit, as part of their solicitation responses, the questionnaire included as Attachment 4.

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

### **3.1. Selection**

A written Notice of Intent to Award shall be sent to the responsible contractor offering the lowest price for the work or goods described in this solicitation.

If award is noted to be made on an aggregate basis, any solicitation response that fails to include pricing for all items will be rejected.

If a specification identifies options, at the discretion of R&E, award may be made using the base price only, or the base price plus one, some or all options to determine low price.

If the fixed price includes a unit price calculation and the Contractor has made an error when calculating the extending price, the fixed price using the unit prices shall be used for contract award.

Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in 1.4.2.

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

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

1. W-9
2. Certificate of Insurance
3. Performance and Payment Bonds in the amount of 100% of the total contract. Checks are not accepted in lieu of a Bond
4. Copies of apprenticeship agreements currently in effect for the bidder and subcontractor whose portion of the work is \$100,000 or more or certificates of registration for the bidder and subcontractors whose portion of the work is \$100,000 or more, whichever is applicable. To the extent a contractor and/or subcontractor whose portion of the work is \$100,000, or less, do not participate in the Apprenticeship program, the bidder and each such subcontractor MUST submit statements to that effect.

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

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

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

### 3.4. Contracting Ethics

- 1) It is a breach of ethical standards for any person to offer, give, or agree to give any 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 the R&E.
- 3) The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the R&E.

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

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

The R&E 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 may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFB.

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

The R&E reserves the right to reject any proposal determined to be non-responsive. The 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.

### 3.6. Bidder's Certification

By signature on the Bid, the contractor 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 RFB;
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 contractor fails to comply with the provisions stated in this paragraph, the R&E reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### 3.7. Offer Held Firm

**Proposals must remain open and valid for at least 120 days from the deadline specified for submission of proposals.** In the event award is not made within 180 days, the R&E will

send a written request to all contractors deemed acceptable for award asking contractors to hold their price firm for a longer specified period of time.



### **3.8. Amendment/Withdrawal of Proposals**

Contractors 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. After the deadline, contractors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The R&E may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

### **3.9. Clarification of Proposals**

To determine if a Bid is reasonably acceptable for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any contractor to clarify uncertainties or eliminate confusion concerning the contents of a bid and determine responsiveness to the RFB requirements. Clarifications may not result in a material or substantive change to the Bid. 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 RFB, and all reports, charts and Bid or referencing information submitted in response to this RFB, shall become the property of the R&E, and will not be returned. The 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, the R&E is subject to making records available for disclosure.

### **3.11. Contract Negotiation**

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

If contract negotiations are commenced, the 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 contractor:

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 contractor and the R&E, after a good-faith effort, cannot come to terms; then

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

### **3.13. Non-Collusion Statement**

Contractors 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 Trailer Specifications**

### **4.1. Specifications**

See the following attachments for specifications, attached hereto and made a part of this RFB. **Attachments 5 – Specification Requirements, and Attachment 6 – Photographic Log**

The Contractor shall meet or exceed all requirements in Attachment. An approved equal may be proposed, but shall be approved by R&E.

### **4.2. Pricing**

Pricing should be included on Attachment 1 and is to include the cost of all design, supplies, equipment, material, labor, warranty and training to furnish and delivery of two (2) open top and four (4) enclosed transfer trailers. Travel costs shall be incorporated into the costs. The Contractor shall not bill separately for travel and related expenses. Travel time is not reimbursable.

### **4.3. Delivery**

Deliveries shall be made to the Ramsey/Washington Recycling & Energy Board at the following facility address: 100 Red Rock Road, Newport, Minnesota 55055.

The R&E requires delivery of one (1) initial trailer of each type to confirm all design elements are satisfactory prior to taking delivery of entire order.

All trailers shall be delivered as soon as they are available.

### **4.4. Special Conditions**

Contractor shall make provisions such that all necessary warranty work can be performed at a maintenance/repair facility within fifty (50) miles of 100 Red Rock Road, Newport, Minnesota.

Contractor will provide a one-day training, at the Facility, for operation and preventive maintenance procedures for equipment at a date to be scheduled by the Recycling & Energy Board (R&E). Following delivery of equipment, the services of the manufacturer's factory trained representative shall be provided at the Facility for purposes of this instruction. The manufacturer shall conduct a training program, including both classroom and "hands-on" training, for the R&E personnel covering operation and preventative maintenance of the equipment. This time shall be in addition to any time required for delivery, inspection, testing, and adjustment of equipment. The R&E reserves the right to require the replacement of the manufacturer's representative who is providing the operation and maintenance instruction if the services are found to be inadequate. The Contractor must also have the ability to schedule up to one (1) additional training at the R&E's request. All trainings shall take place during the Facility's normal business hours, Monday through Friday between the hours of 8:00 a.m. to 4:30 p.m.

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

### **5.1 Contract Term**

The Agreement shall be effective upon execution and shall continue through delivery, with no options for renewal. Supplies, Equipment, Materials may not be delivered and/or Labor Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

### **5.2 Contract Pricing**

### **5.2.1 Costs**

The resulting contract will be a fixed bid price.

### **5.2.2 Application of Payments**

Contractor may submit an invoice upon delivery and acceptance of trailer(s). Payment shall be made within 35 days following the receipt of an invoice and verification of the charges, as determined by the County

### **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 RFB does not, by itself, obligate the R&E to award a contract. The R&E's obligation will commence following the R&E's approval of a contract. Upon written notice to the vendor, the R&E may set a different starting date for the contract. The 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 the 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 the 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 the 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 the 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.

## **5.7 Insurance Requirements**

The contractor 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 \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 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 contractor providing coverage at least as broad as ISO forms CG 2010 and CG 2037.

- Commercial Automobile Liability coverage with combined single limits of not less than \$1,000,000. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis.
- Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

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

Prior to the effective date of this Agreement, the contractor will furnish the 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 the R&E throughout the term of the agreement. As a condition subsequent to this agreement, the contractor shall insure that the certificate of insurance provided to the R&E will at all times be current. The parties agree that failure by the contractor to maintain a current certificate of insurance with the R&E shall be a substantial breach of the contract and payments on the contract shall be withheld by the R&E until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the 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 the R&E. Ten (10) day notice for cancellation due to non-payment of premium is required.

## **5.8 Termination**

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

If the Contractor violates any material terms or conditions of this Agreement the 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.

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

## **5.9 Merger**

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

## **5.10 Conflict of Interest**

Contractor 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 the contractor 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 the contractor of all benefits of the Contract; ii) the retainage by R&E of all services performed by the contractor and iii) the recovery by the R&E of all consideration, or the value of all consideration, paid to the contractor pursuant to any awarded contract.

### **5.11 Pending and Recent Litigation**

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

### **5.12 Contract Modifications**

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

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

Federal Regulation 45 CFR 92.35 prohibits the 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 the R&E. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

### **5.14 Performance**

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the 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 RFB 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 the R&E to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by the R&E to be unsatisfactory, the 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 the 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 the R&E, it shall be considered a material breach and shall be cause for immediate termination by R&E.

### **5.15 Subcontractors**

Subcontractors will be allowed.

### **5.16 Non-Discrimination Clause**

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

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

of this contract.

#### **5.17 Compliance with Law**

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

#### **5.18 Force Majeure**

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

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

#### **5.19 Policy Compliance**

The contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the 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 contractor 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.

#### **5.20 Public Information**

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFB, and all reports, charts and Proposal or referencing information submitted in response to this RFB shall become the property of the R&E, and will not be returned. The 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, the R&E is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and contractors, including the contractor ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the R&E. In the event any contractor designates materials within its RFB response confidential and/or proprietary and therefore not subject to release pursuant to public record disclosure laws, and if the 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 Contractor, Contractor agrees to indemnify, hold harmless, and defend the R&E in any such action brought against it regarding the R&E's refusal to release such Contractor-designated materials pursuant to a public records request.

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

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

- Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- Agree that the 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 Contractor agrees to maintain and make available these records for a period of six (6) years from the date of the termination of this agreement.

**5.22 Data Practices**

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor, 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 Contractor 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 Contractor.

**5.23 Interpretation of Agreement; Venue**

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

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

**5.24 Clean Up**

The Contractor shall at all times keep County premises free from accumulation of waste materials or rubbish caused by its operations.

**5.25 Protection of Persons and Property**

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

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

**5.26 Title Risk of Loss**

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

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

#### **5.27 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.

#### **5.28 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** – Contractor Application for Trade Secret Information

**Attachment 4** – Questionnaire

**Attachment 5 and 6**– Specification Requirements and Photographic Log



## Attachment 1 – Solicitation Response Form

**Solicitation Title:** Aluminum Trailers RFB

**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.

#### Contract Price:

Please provide total written price for the purchase and delivery of **four enclosed aluminum trailers and two open top trailers (six trailers in total)** meeting the requirements included in this RFB Packet. Pricing is to include the cost of all design, supplies, equipment, material, labor, warranty, and training to furnish and delivery. Travel cost shall be incorporated into the costs. The Contractor shall not bill separately for travel and related expenses. Travel time is not reimbursable.

**Total Price: \$** \_\_\_\_\_

#### 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: Aluminum Trailers RFB

## **Attachment 2 – Contractor Information and Reference Form**

The 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 – Contractor Application for Designation of Trade Secret Information**

**Solicitation Title** Aluminum Trailers RFB

The submitted quote/bid/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/bid/proposal response, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of the R&E's Purchasing Standard Terms and Conditions.

Section  
Page #  
Topic

We understand that a decision regarding this request will be made by the 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 the R&E against any claims related to the designation of this data as trade secrets data.

We further understand that the 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 4 – Respondent Questionnaire Aluminum Trailers**

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

**Respondent Information**

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

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

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

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

**Contract Non-completion or Non-performance**

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

Yes  No

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

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

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

Yes  No

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

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

Yes  No

If yes, state the details and disposition.

### **Performance Guarantees**

Respond to each of the items below.

- Describe your company's project team structure and internal controls proposed to be used during the course of this contract and how quality will be monitored, controlled and maintained throughout the contract duration.
- Submit documentation that provides sufficient information to verify and evaluate the financial solvency of your company to perform the services described in this RFB.
- Estimated trailer delivery schedule (timeline starting from receipt of Contract).
- Description of equipment furnished including all interface requirements for R&E's scope of supply.
- Description of equipment furnished including all interface requirements for County's scope of supply.
- General arrangement and/or equipment outline drawings.
- Spare parts list and prices, noting the items and quantities recommended to be kept at R&E and items not stocked at Contractor's facility.
- Alternate source of spare parts/major replacement parts including main hydraulic cylinders, and all hydraulic components.
- General information on expected life of components.
- Discuss design features that provide for complete unloading of the trailer with no carryback.
- Manufactures user list of similar equipment.
- Curves of unloading time vs. pressure.
- Location/addresses of Contractor's maintenance/repair facility. Contractor shall make provisions such that all necessary warranty work can be performed at a maintenance/repair facility within 50 miles of 100 Red Rock Road, Newport, Minnesota.
- Provide a minimum of three (3) references for work completed in the last five (5) years that is similar to what is requested in this solicitation. Provide Company name, contact name and title, address, email address, telephone number and brief description of work completed.



11015 Clark Road  
 Inver Grove Heights, MN 55077  
 EMAIL: sales@natrailer.com

Phone: 651-450-9109 Fax: 651-450-9327



SALESMAN JERRY BARHAM

BUYER'S NAME RAMSEY/WASHINGTON RECYCLING AND ENERGY  
 STREET ADDRESS 100 RED ROCK ROAD  
 CITY, STATE, ZIP NEWPORT MN 55055  
 EMAIL ADDRESS \_\_\_\_\_

Date 7/19/2024  
 PHONE NUMBER \_\_\_\_\_  
 FAX NUMBER \_\_\_\_\_  
 CELL PHONE NUMBER \_\_\_\_\_

| PLEASE ENTER MY ORDER FOR |                     |                      | NEW                                 | USED                     | AS FOLLOWS:         |                             |
|---------------------------|---------------------|----------------------|-------------------------------------|--------------------------|---------------------|-----------------------------|
| 2025                      | MAC                 | MVPSS                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | COMPACTOR           |                             |
| <small>YEAR</small>       | <small>MAKE</small> | <small>MODEL</small> |                                     |                          | <small>TYPE</small> | <small>STOCK NUMBER</small> |

SERIAL NUMBER (S) : (BELOW)  
QUOTE MOVING FLOOR COMPACTOR  
MN DOT AND TEST FLOOR  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_

If tax exempt, why? \_\_\_\_\_  
 Tax Exempt # \_\_\_\_\_  
 Prorate - Yes or No \_\_\_\_\_  
 Prorate Number \_\_\_\_\_  
 Lienholder - Yes or No? \_\_\_\_\_  
 If yes, Name of lienholder \_\_\_\_\_  
 Address of lienholder \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Date of loan \_\_\_\_\_  
 MN DL # / DOB \_\_\_\_\_  
 MN DL # / DOB \_\_\_\_\_

|                           |    |            |
|---------------------------|----|------------|
| Base Price                | \$ | 109,424.00 |
| Freight                   | \$ | INCLUDED   |
| F.E.T.                    | \$ | 13,130.00  |
| MN SALES Tax              | \$ | 7,522.90   |
| Minnesota Transit Tax     | \$ | 20.00      |
| Admin Fees                | \$ | 90.00      |
| Options                   | \$ |            |
| Price per unit            | \$ | 130,186.90 |
| Quantity                  |    | 4          |
| Total Purchase Amount     | \$ | 520,747.60 |
| Trade - in(s) (see below) | \$ |            |
| Trade Pay Off             | \$ |            |
| Deposit                   | \$ |            |
| Balance Due               | \$ | 520,747.60 |

USED EQUIPMENT TRADE IN

| YEAR | MAKE | MODEL |
|------|------|-------|
| S/N  |      |       |

DOT NUMBER \_\_\_\_\_  
 DOT NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 City, ST, Zip \_\_\_\_\_

TERMS AND CONDITIONS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Buyer hereby agrees to purchase the above items on the terms stated. The provisions printed on the front and back of this instrument comprise the entire agreement affecting this purchase transaction. No other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. Modifications to this agreement must be in writing and signed by each party. Buyer hereby certifies that no credit has been extended to Buyer for the purchase of the vehicle(s) except as appears in writing on the face of this agreement. The signor for Buyer certifies that he/she is 18 years of age, or older, and acknowledge receipt of a copy of this order. The terms of this contract of sale were agreed upon and the contract signed in this dealership on the date noted at the top of this form. If credit is involved, this order is not valid in conjunction with a credit sale until a credit disclosure is made as described in regulation "Z" and the Buyer accepts the credit extended.

Accepted X [Signature] 11-27-24 X \_\_\_\_\_  
This order is not valid unless signed and accepted by a Sales Manager or Officer of the Company (Buyer's Signature)  
**NO WARRANTY ON USED EQUIPMENT**

## ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is address and who shall become a party hereto by its acceptance hereof, (b) "Buyer" shall mean the party executing this Order as such on the face hereof, (c) "Manufacturer" shall mean the party that manufactured the Vehicle, (d) "Vehicle" shall mean motor vehicle(s), trailer(s), chassis and attachments thereto. It is understood by Buyer and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Buyer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to a new Vehicle.
2. Manufacturer has reserved the right to change the price to Dealer of new Vehicles without notice. In the event the price to Dealer of a new Vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new Vehicle ordered hereunder to Buyer, Dealer reserves the right to change the cash delivered price of such Vehicle to Buyer accordingly. If such cash delivered price is increased by Dealer, Buyer may, if dissatisfied therewith, cancel this Order prior to the earlier of 10 days after Buyer is given notice of the price change or delivery of the new Vehicle to Buyer. In the event of such a cancellation, if a used Vehicle has been traded in as a part of the consideration for such new Vehicle, such used Vehicle shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any) or, if such used Vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used Vehicle for sale, shall be returned to Buyer.
3. When a used Vehicle to be traded in as a part of the consideration for the Vehicle ordered hereunder is delivered to Dealer, the used Vehicle shall be reappraised and such reappraised value shall determine the allowance made for such used Vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Buyer may, if dissatisfied therewith, object and if the original allowance is not provided Buyer may cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the Vehicle ordered hereunder to the Buyer.
4. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used Vehicle traded in as a part of the consideration for the Vehicle ordered hereunder at the time of delivery of such used Vehicle to Dealer. Buyer warrants any such used Vehicle to be Buyer's property free and clear of all liens and encumbrances except as otherwise expressly noted in this Order.
5. Unless this Order shall have been cancelled by Buyer under and in accordance with provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Buyer to accept delivery of the Vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Buyer, and, in the event a used Vehicle has been traded in as a part of the consideration for the Vehicle ordered hereunder, to sell such used Vehicle and reimburse Dealer out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Buyer. An accepted order is not subject to change, cancellation or delay by the buyer, exception terms acceptable and satisfactory to seller, including reasonable cancellation changes in the event of changes in an accepted order. Direction from buyer to cancel may be treated as repudiation, making buyer immediately liable for loss, expense, and other damages sustained. Seller may, at its option, terminate all or any part of this contract at any time and for any reason, at sellers' sole discretion and without penalty, upon providing notice of same to buyer.
6. Manufacturer has reserved the right to change the design of any Vehicle, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any Vehicle, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or any similar change in any Vehicle, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Buyer. In the case of such a material change, Buyer shall have the right to cancel Buyer's order for the Vehicle hereunder prior to the earlier of 10 days after Buyer is given notice of the new design or delivery of the items to Buyer. In the event of such a cancellation, matters relating to a used Vehicle traded in as part of the consideration for the new Vehicle ordered shall be governed by the order cancellation terms in Section 2 above.
7. Dealer shall not be liable for failure to deliver or delay in delivering the Vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of Dealer. Delivery dates stated are estimates.
8. The price for the Vehicle specified on the face of this Order does not include any excise taxes, sales taxes, use taxes or occupational taxes based on sales volume (Federal, State or Local) except as such amounts are itemized on the face hereof. Buyer assumes and agrees to pay, unless prohibited by law, any and all such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
9. **MANUFACTURER'S WARRANTY:** THE PRINTED MANUFACTURER'S WARRANTY DELIVERED TO BUYER WITH THE VEHICLE ORDERED BY BUYER IS A CONTRACT SOLELY BETWEEN THE MANUFACTURER AND THE BUYER. DEALER IS NOT A PARTY TO SUCH CONTRACT AND SUCH WARRANTY IS NOT A PART OF THE SALE OR BARGAIN BETWEEN THE BUYER AND DEALER.  
**PROVISIONS APPLICABLE TO SALE OF USED VEHICLE-FACTORY WARRANTY:** IF A MANUFACTURER'S PRINTED WARRANTY IS DELIVERED WITH THE VEHICLE ORDERED BY BUYER, SUCH WARRANTY IS A CONTRACT SOLELY BETWEEN THE MANUFACTURER AND THE BUYER. DEALER IS NOT A PARTY TO SUCH CONTRACT AND SUCH WARRANTY IS NOT A PART OF THE SALE OR BARGAIN BETWEEN BUYER AND DEALER.
10. Except as may be otherwise specifically provided in writing on the face of this Order or in a separate writing furnished to Buyer by Dealer, each Vehicle, new or used, sold to Buyer by Dealer under this Order is sold "AS IS", WITH ALL FAULTS, without any guarantee or warranty and with Dealer disclaiming and Buyer waiving any and all express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, as to the condition of the Vehicle, including all parts and accessories.
11. Buyer agrees to indemnify and hold Dealer harmless from all liability, damages, losses, expenses, claims, or causes of action arising from use or resale of the Vehicle, whether arising from Buyer's or third party claims.
12. Buyer, before or at the time of delivery of the Vehicle covered by this Order, agrees to execute such other forms of agreements or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

\_\_\_\_\_ (BUYER INITIAL HERE) I certify that I have read and agree to these ADDITIONAL TERMS AND CONDITIONS.





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

|                                    |  |             |                          |                     |                                     |        |                          |         |
|------------------------------------|--|-------------|--------------------------|---------------------|-------------------------------------|--------|--------------------------|---------|
| <b>R&amp;E BOARD MEETING DATE:</b> | January 23, 2025                         |             |                          | <b>AGENDA ITEM:</b> | V.a                                 |        |                          |         |
| <b>SUBJECT:</b>                    | Election of Officers                     |             |                          |                     |                                     |        |                          |         |
| <b>TYPE OF ITEM:</b>               | <input type="checkbox"/>                 | INFORMATION | <input type="checkbox"/> | POLICY DISCUSSION   | <input checked="" type="checkbox"/> | ACTION | <input type="checkbox"/> | CONSENT |
| <b>SUBMITTED BY:</b>               | Trista Martinson, R&E Executive Director |             |                          |                     |                                     |        |                          |         |

**R&E BOARD ACTION REQUESTED:**

Nominate and elect the Ramsey/Washington Recycling & Energy Board Chair and Vice Chair for 2025-2026. The Board Chair for this term will be from Ramsey County.

**EXECUTIVE SUMMARY:**

The Bylaws of the Ramsey/Washington Recycling & Energy Board (R&E Board) state that there are three officers for the R&E Board: Chair, Vice Chair and Secretary/Treasurer.

The Bylaws specify that terms for the offices of Chair and Vice Chair are on a biennial basis beginning in 2017, with Ramsey County assuming the Chair, and Washington County the Vice Chair. For the 2025-2026 term, the Chair is Ramsey County Commissioner McGuire, and the Vice Chair is Washington County Commissioner Miron.



The office of Secretary/Treasurer for the term 2024-2025 is Commissioner Karla Bigham. The Secretary/Treasurer also serves as the Chair of the Facility & Finance Committee.

**ATTACHMENTS:**

None.

**FINANCIAL IMPLICATIONS:**

None.

| <b>AUTHORIZED SIGNATURES</b>  | <b>DATE</b> |
|---|-------------|
| <b>R&amp;E EXECUTIVE DIRECTOR</b>  | 1/15/25     |
| <b>WASHINGTON COUNTY ATTORNEY</b>  | 1/16/25     |



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

|                                    |  |  |   |
|------------------------------------|--|--|---|
| <b>R&amp;E BOARD MEETING DATE:</b> | January 23, 2025                                 | <b>AGENDA ITEM:</b>                        | V.b   |
| <b>SUBJECT:</b>                    | Appointments to the Facility & Finance Committee |  |   |
| <b>TYPE OF ITEM:</b>               | <input type="checkbox"/> INFORMATION             | <input type="checkbox"/> POLICY DISCUSSION | <input checked="" type="checkbox"/> ACTION <input type="checkbox"/> CONSENT |
| <b>SUBMITTED BY:</b>               | Trista Martinson, R&E Executive Director         |  |   |

**R&E BOARD ACTION REQUESTED:**

Ratify appointments by the Chair to the Facility & Finance Committee.

**EXECUTIVE SUMMARY:**

The Bylaws of the R&E Board provide for two standing committees, one of which has annual appointments: the Facility & Finance Committee.

The Facility & Finance Committee consists of the elected Secretary/Treasurer and two additional Board members. The total makeup of the committee includes one commissioner from Washington County and two commissioners from Ramsey County. Members of the Facility & Finance Committee are appointed by the Chair each year and are ratified by majority vote of the R&E Board.

Article II, Section 3(a)(2) of the Bylaws states the Chair appoints members to the Facility & Finance Committee, and the Board ratifies these appointments at its January meeting. Following the appointments, the R&E Board will be asked to ratify the appointments by majority vote.

**ATTACHMENTS:**

None.

**FINANCIAL IMPLICATIONS:**

None.

| <b>AUTHORIZED SIGNATURES</b>  | <b>DATE</b> |
|---|-------------|
| <b>R&amp;E EXECUTIVE DIRECTOR</b>  | 1/15/25     |
| <b>WASHINGTON COUNTY ATTORNEY</b>  | 1/16/25     |



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

|                                    |  |             |                          |                     |                                     |        |                          |         |
|------------------------------------|--|-------------|--------------------------|---------------------|-------------------------------------|--------|--------------------------|---------|
| <b>R&amp;E BOARD MEETING DATE:</b> | January 23, 2025   |             |                          | <b>AGENDA ITEM:</b> | V.c                                 |        |                          |         |
| <b>SUBJECT:</b>                    | Appointment of Alternates to the Partnership on Waste and Energy Governing Board |             |                          |                     |                                     |        |                          |         |
| <b>TYPE OF ITEM:</b>               | <input type="checkbox"/>   | INFORMATION | <input type="checkbox"/> | POLICY DISCUSSION   | <input checked="" type="checkbox"/> | ACTION | <input type="checkbox"/> | CONSENT |
| <b>SUBMITTED BY:</b>               | Trista Martinson, R&E Executive Director   |             |                          |                     |                                     |        |                          |         |

**R&E BOARD ACTION REQUESTED:**

Ratify appointments by the chair for a commissioner each from Ramsey County and Washington County to serve as alternate representatives for the R&E chair and vice chair serving on the Partnership on Waste and Energy (Partnership) Board.

**EXECUTIVE SUMMARY:**

The Amended and Restated Joint Powers Agreement (JPA) of the Partnership on Waste and Energy (Partnership) between the Ramsey/Washington Recycling & Energy Board and Hennepin County, dated March 27, 2018, states the Governing Board shall include the Chair and Vice Chair of the Ramsey/Washington Recycling & Energy (R&E) Board and a commissioner appointed by Hennepin County, resulting in a representative commissioner from each of Ramsey, Washington and Hennepin Counties. Partnership Board members serve two-year terms.

The Ramsey/Washington Recycling & Energy Board Chair and Vice Chair will serve on the Partnership Board for the 2024-2025 term. At its organizational meeting on January 7, 2025, the Hennepin County Board appointed Commissioner Debbie Goettel to serve the second year of the 2024-2025 term on the Partnership Board and Commissioner Edelson as its alternate representative for the Partnership Board for 2025-2026.

Since the Partnership chair and vice chair positions rotate annually by county name in alphabetical order, the 2025 Partnership Chair will be the Washington County Board member. The Partnership Vice Chair will be Hennepin County Commissioner Goettel.

Alternate members for the Partnership Board are needed from the R&E Board. R&E Resolution R&EB-2017-45, which approved the Partnership JPA, authorizes the R&E Board chair to appoint one commissioner from Ramsey County and one commissioner from Washington County to serve a two-year term as alternate representatives for the R&E chair and vice chair on the Partnership Governing Board. The current term for alternate members begins in 2025 and goes through 2026.


**ATTACHMENTS:**

None.

**FINANCIAL IMPLICATIONS:**

**SUBJECT:** *Partnership on Waste and Energy Governing Board*

None.

| AUTHORIZED SIGNATURES      |  | DATE      |
|----------------------------|--|-----------|
| R&E EXECUTIVE DIRECTOR     |  | 1/15/2025 |
| WASHINGTON COUNTY ATTORNEY |  | 1/16/2025 |



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

|                                    |  |             |                          |                     |                                     |        |                          |         |
|------------------------------------|--|-------------|--------------------------|---------------------|-------------------------------------|--------|--------------------------|---------|
| <b>R&amp;E BOARD MEETING DATE:</b> | January 23, 2025                         |             |                          | <b>AGENDA ITEM:</b> | VI.a                                |        |                          |         |
| <b>SUBJECT:</b>                    | Staffing and Reclassification            |             |                          |                     |                                     |        |                          |         |
| <b>TYPE OF ITEM:</b>               | <input type="checkbox"/>                 | INFORMATION | <input type="checkbox"/> | POLICY DISCUSSION   | <input checked="" type="checkbox"/> | ACTION | <input type="checkbox"/> | CONSENT |
| <b>SUBMITTED BY:</b>               | Trista Martinson, R&E Executive Director |             |                          |                     |                                     |        |                          |         |

**R&E BOARD ACTION REQUESTED:**

1. Approve the reclassification of Joint Activities Manager and Facility Manager to the level of Director.
2. Approve the addition of 3.0 full-time equivalent positions (FTEs) of 1.0 Program Supervisor, 1.0 Program Assistant, and 1.0 Environmental Health and Safety Coordinator.
3. Approve the salary schedule for the Environmental Health and Safety Coordinator classification.

**EXECUTIVE SUMMARY:**

In December 2022 and early 2023, studies were conducted looking at R&E’s leadership structure and Joint Activities staffing requirements, respectively. Recommendations were brought to the R&E Board to change the leadership structure by adding an R&E executive director and deputy director, as well as additional program staff.

Since the hiring of Executive Director Martinson, a full internal leadership and staffing assessment has been completed, and workloads have been adjusted appropriately in alignment with job duties and descriptions. This assessment revealed the need to reclassify three manager positions to director positions to optimize operations and recognize R&E service lines. The human resources manager/assistant facility manager position was previously reclassified to the already approved director position. We are now requesting approval for the reclassification of the other two positions. This will enhance leadership advancement and acknowledge the duties currently being performed. These changes align with our strategic priority of employee retention and promotion.

The two additional Joint Activities FTEs – program supervisor and program assistant – will provide the necessary capacity to support existing programs. Current staff are spread thinly across seven programs and require both administrative support as well as dedicated oversight. Adding these two positions addresses the most pressing needs for existing programs while helping other staff focus on meeting food scraps collection goals. These additional staff members will also form a third distinct Joint Activities team, providing a better structure for achieving the goals outlined in the Counties’ Solid Waste Management plans.

The addition of a full-time environmental health and safety coordinator is critical. With the successful hiring of additional facility staff, additional lines in the facility and extensive ongoing safety needs and requirements, the workload for the current safety coordinator has become unsustainable. The current safety coordinator splits their time between safety-related tasks and payroll and workers’ compensation. The increasing safety needs, combined with additional staff, make a dedicated full-time position necessary.

**SUBJECT:** Staffing and Reclassification

**ATTACHMENTS:**

1. Draft resolution
2. Environmental Health & Safety Program Coordinator salary plan

**FINANCIAL IMPLICATIONS:**

The costs associated with the reclassification of existing staff and the additions of FTEs in 2025 will be less than \$500,000 and will be covered by the approved 2025 budgets. Staff anticipate unspent funds from the 2024 Joint Activities Budget that could also be reallocated to cover 2025 staffing costs, if necessary.

| AUTHORIZED SIGNATURES      |   | DATE    |
|----------------------------|---|---------|
| R&E EXECUTIVE DIRECTOR     |  | 1/15/25 |
| WASHINGTON COUNTY ATTORNEY |  | 1/16/25 |



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
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**RESOLUTION R&EB-2025-02  
Staffing and Reclassification**

WHEREAS, The Ramsey/Washington Recycling & Energy Board (R&E Board) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated November 12, 2024 (Joint Powers Agreement); and

WHEREAS, The R&E Board's bylaws provide specific direction on employees, including direction to the executive director to hire and supervise staff and to develop employee policies for R&E staff; and

WHEREAS, The existing positions of Joint Activities Manager and Facility Manager do not fit the scope of the duties and responsibility for those positions as their spans of responsibility and scope have grown considerably; and

WHEREAS, Additional staff are needed to better support existing Joint Activities programs allowing R&E to meet its goals; and

WHEREAS, The growth in R&E staff and technology has created the need for a full-time safety position to ensure the health and safety of its employees. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board approves the reclassification of the Joint Activities Manager and Facility Manager to the level of Director. BE IT FURTHER

RESOLVED, The R&E Board approves the addition of 3.0 full-time equivalent (FTE) positions of 1.0 Program Supervisor, 1.0 Program Assistant, and 1.0 Environmental Health and Safety Coordinator. BE IT FURTHER

RESOLVED, The R&E Board approves the salary schedule for the Environmental Health and Safety Coordinator classification.

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Fran Miron, Board Vice Chair  
January 23, 2025

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Attest  
January 23, 2025

Draft Resolution: Staffing and Reclassification

**Environmental Health & Safety Coordinator**

Annual Salary

| Step 1      | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7       | Step 8      |
|-------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|
| \$80,793.20 | \$82,974.62  | \$85,214.93  | \$87,515.73  | \$89,878.66  | \$92,305.38  | \$94,797.62  | \$97,357.16 |
| Step 9      | Step 10      | Step 11      | Step 12      | Step 13      | Step 14      | Step 15      |             |
| \$99,985.80 | \$102,685.26 | \$105,457.93 | \$108,305.30 | \$111,229.54 | \$114,232.73 | \$117,317.02 |             |





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

|                                    |  |             |                          |                     |                          |        |                          |         |
|------------------------------------|--|-------------|--------------------------|---------------------|--------------------------|--------|--------------------------|---------|
| <b>R&amp;E BOARD MEETING DATE:</b> | January 23, 2025                         |             |                          | <b>AGENDA ITEM:</b> | VIII.                    |        |                          |         |
| <b>SUBJECT:</b>                    | Updates & Reports                        |             |                          |                     |                          |        |                          |         |
| <b>TYPE OF ITEM:</b>               | <input checked="" type="checkbox"/>      | INFORMATION | <input type="checkbox"/> | POLICY DISCUSSION   | <input type="checkbox"/> | ACTION | <input type="checkbox"/> | CONSENT |
| <b>SUBMITTED BY:</b>               | Trista Martinson, R&E Executive Director |             |                          |                     |                          |        |                          |         |

**R&E BOARD ACTION REQUESTED:**

For information only.

**EXECUTIVE SUMMARY:**

- a. Executive Director Report**  
The R&E executive director will provide a report to the board.
- b. Strategic Partnerships Update**  
Staff will provide an update on the 2025 legislative session.
- c. Budget Update**  
Staff will provide a status update on 2024 expenses.
- d. Joint Activities Updates**  
Staff will provide updates on Joint Activities work.
- e. Facility Updates**  
Staff will provide updates on R&E Center projects and operations.
- f. Procurement Report**  
Staff will provide a written report of new contracts and amendments executed under the authority of R&E’s procurement guidelines during the period of November 1, 2024, through December 31, 2024. Funding for the contracts is available in the approved Joint Activities, Facility and EM&R Budgets, following approval as to form by the Ramsey County or Washington County attorney’s office.


**ATTACHMENTS:**

- 1. 2024 Facility and EM&R Budget Status
- 2. 2024 Joint Activities Budget Status
- 3. R&E Center Tours Report
- 4. Procurement Report

**FINANCIAL IMPLICATIONS:**

None.

**SUBJECT:** *Updates & Reports*

| AUTHORIZED SIGNATURES  | DATE    |
|--|---------|
| R&E EXECUTIVE DIRECTOR  | 1/15/25 |

**Ramsey/Washington Recycling & Energy Board**

**SURPLUS/(DEFICIT) YEAR-END PROJECTION REPORT**

**As of December 31, 2024**

| <b>FACILITY</b>                        | <b>2024 Approved Budget</b> | <b>Last Projection</b> | <b>Current 2024 Projection</b> | <b>Current Variance</b> |
|--|-----------------------------|------------------------|--------------------------------|-------------------------|
| Personnel Costs                        | 12,012,800                  | 8,632,879              | 8,415,840                      | 3,596,960               |
| Fuel Supply                            | 6,385,535                   | 7,140,522              | 6,305,272                      | 80,263                  |
| Landfill                               | 7,700,699                   | 5,962,159              | 8,510,903                      | (810,204)               |
| Compost                                | 240,700                     | 46,644                 | 46,714                         | 193,986                 |
| Transportation                         | 9,136,776                   | 8,787,229              | 8,753,880                      | 382,896                 |
| Transload                              | 2,862,300                   | 2,750,024              | 2,731,899                      | 130,401                 |
| Facility Operations                    | 10,602,200                  | 9,677,977              | 9,964,986                      | 637,214                 |
| Contingency                            | 710,090                     | 710,090                | 710,090                        | -                       |
| Enterprise Reserve Fund (ERF)          | 1,500,000                   | 1,500,000              | 1,500,000                      | -                       |
| Transfer to Equipment Maintenance Fund | 300,000                     | 300,000                | 300,000                        | -                       |
| Debt Services                          | 3,873,600                   | 3,873,600              | 3,873,600                      | -                       |
|  | <u>55,324,700</u>           | <u>49,381,124</u>      | <u>51,113,182</u>              | <u>4,211,518</u>        |
| Revenue                                | <u>55,324,700</u>           | <u>54,453,795</u>      | <u>55,754,623</u>              | <u>429,923</u>          |
| Surplus/(Deficit)                      | -                           | 5,072,671              | 4,641,441                      | 4,641,441               |

**Equipment Maintenance & Replacement Fund**

**SURPLUS/DEFICIT YEAR-END PROJECTION REPORT**

**As of December 31, 2024**

| <b>FACILITY</b>                | <b>2024 Approved Budget</b> | <b>Last months Projection</b> | <b>Current 2024 Projection</b> | <b>Variance</b>  |
|--------------------------------|-----------------------------|-------------------------------|--------------------------------|------------------|
| Equipment                      | 782,210                     | 795,000                       | 795,000                        | (12,790)         |
| Maintenance                    | 1,300,000                   | 1,300,000                     | 1,300,000                      | -                |
|                                | <u>2,082,210</u>            | <u>2,095,000</u>              | <u>2,095,000</u>               | <u>(12,790)</u>  |
| Sale of Recyclable Material    | 1,795,000                   | 1,462,895                     | 1,482,887                      | 312,113          |
| Additional Transfer - Proposed | 300,000                     | 300,000                       | 300,000                        | -                |
| Revenue                        | <u>2,095,000</u>            | <u>1,762,895</u>              | <u>1,782,887</u>               | <u>(312,113)</u> |
| Surplus/(Deficit)              | 12,790                      | (332,105)                     | (312,113)                      | (324,903)        |

|                       |           |
|-----------------------|-----------|
| Cumulative Reserves   |           |
| Beginning of 2024     | 3,208,969 |
| Projected End of 2024 | 2,896,856 |

**Ramsey/Washington Joint Activities**  
**SURPLUS/DEFICIT YEAR-END PROJECTION REPORT**  
**As of December 31, 2024**

| <b>Joint Activities</b>            | <b>2024 Approved Budget</b> | <b>Last months Projection</b> | <b>Current 2024 Projection</b> | <b>Budget to Current projection Variance</b> |
|------------------------------------|-----------------------------|-------------------------------|--------------------------------|--|
| Project Management                 | 3,507,500                   | 3,433,921                     | 3,350,286                      | 157,214                                      |
| Commercial & Residential Recycling | 4,425,000                   | 4,146,254                     | 4,244,970                      | 180,030                                      |
| Community Waste Solution           | 828,500                     | 92,804                        | 297,561                        | 530,939                                      |
| Food Scrap Recycling               | 1,105,000                   | 1,171,608                     | 1,047,807                      | 57,193                                       |
| General Outreach                   | 925,000                     | 922,492                       | 668,886                        | 256,114                                      |
| Policy Evaluation                  | 1,190,000                   | 1,143,599                     | 997,412                        | 192,588                                      |
|                                    | <u>11,981,000</u>           | <u>10,910,678</u>             | <u>10,606,921</u>              | <u>1,374,079</u>                             |
| Revenue                            | <u>11,981,000</u>           | <u>11,981,000</u>             | <u>11,981,000</u>              | <u>0</u>                                     |
| Surplus/(Deficit)                  | -                           | 1,070,322                     | 1,374,079                      | 1,374,079                                    |



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

**R&E Center Tours**

**Completed between 11/5/24 - 1/17/25**

| <b>Group</b>                                     | <b>Group Type</b> | <b>Date</b> | <b># of visitors</b> |
|--|-------------------|-------------|----------------------|
| Goodwill/Easter Seals of MN                      | Business          | 11/6/2024   | 7                    |
| Bethel ENR Students #1                           | Educational       | 11/14/2024  | 19                   |
| Bethel ENR Students #2                           | Educational       | 11/14/2024  | 13                   |
| BioEconomy Coalition of MN                       | Community         | 11/19/2024  | 21                   |
| City of St. Paul - Recycling Program Specialists | Governmental      | 11/19/2024  | 5                    |
| Youth Lego League                                | Educational       | 11/19/2024  | 18                   |
| Cottage Grove Chamber of Commerce                | Governmental      | 11/21/2024  | 12                   |
| Harding High School Special Education            | Educational       | 11/21/2024  | 30                   |
| AMC District 10                                  | Educational       | 11/22/2024  | 10                   |
| Christian Homeschoolers of Stillwater #1         | Educational       | 12/3/2024   | 18                   |
| Christian Homeschoolers of Stillwater #2         | Educational       | 12/3/2024   | 15                   |
| Christian Homeschoolers of Stillwater #3         | Educational       | 12/3/2024   | 15                   |
| MN Dept of Ag - Food Retail Inspectors           | Governmental      | 12/5/2024   | 12                   |
| Girl Scouts                                      | Educational       | 12/5/2024   | 15                   |
| Christian Homeschoolers of Stillwater #4         | Educational       | 12/10/2024  | 17                   |
| Christian Homeschoolers of Stillwater #5         | Educational       | 12/10/2024  | 15                   |
| Christian Homeschoolers of Stillwater #6         | Educational       | 12/10/2024  | 15                   |
| Resident Group                                   | Community         | 12/11/2024  | 5                    |
| Washington Co Planning Division - Public Works   | Governmental      | 12/17/2024  | 8                    |
| Minnesota Center for Environmental Advocacy      | Community         | 12/19/2024  | 5                    |
| Cub Scout Pack 223, Horace Mann Elementary       | Educational       | 1/2/2025    | 18                   |
| R&E Friends and Family #1 (K-6 focus)            | Community         | 1/2/2025    | 9                    |
| MN Dept of Ag Commissioner and Staff             | Governmental      | 1/6/2025    | 6                    |
| Walters Recycling                                | Industry          | 1/8/2025    | 9                    |
| FSPP Participants                                | FSPP              | 1/9/2025    | 10                   |
| Boy Scouts                                       | Educational       | 1/9/2025    | 22                   |
| RC League of Local Governments                   | Governmental      | 1/10/2025   | 15                   |
| Walters Recycling                                | Industry          | 1/10/2025   | 9                    |

Total Number of Tours Completed: 28

Total Number of Tour Attendees: 363



Report of all professional service and supplies, equipment, material and labor (SEML) contracts, amendments and solicitations issued and executed under authority of Ramsey/Washington Recycling & Energy’s procurement guidelines (Resolution R&EB 2022-06) between November 1, 2024 and December 31, 2024.

| Vendor                                 | Effective Date | Description   | NTE/Budgeted Amount | Procurement Type      |
|--|----------------|---|---------------------|-----------------------|
| Paradigm Software, LLC.                | 1/1/25         | Facility – Software for scale reporting system          | \$7,528 per year    | Software              |
| Husch Blackwell, LLP.                  | 1/1/25         | Facility – Specialized legal services                   | N/A - Rate-setting  | Professional Services |
| NewTrax, Inc.                          | 1/1/25         | Joint Activities – Food recovery services               | \$24,010            | Professional Services |
| KT Products, LLC d/b/a MA Associates   | 2/1/25         | Facility – Cleaning supplies                            | N/A - Rate-setting  | SEML                  |
| Foth Infrastructure & Environment, LLC | 1/1/25         | Facility – Engineering services                         | \$250,000 per year  | Professional Services |
| Minnesota Waste Wise Foundation        | 1/1/25         | Joint Activities – Grant program administration         | \$425,000 per year  | Professional Services |
| Midwest Training Associates            | 1/1/25         | Facility – Heavy equipment and safety training          | \$20,000 per year   | Professional Services |
| Magotteaux, Inc.                       | 1/1/25         | Facility – Flail mill parts                             | N/A - Rate-setting  | SEML                  |
| Madden Galanter Hansen, LLP.           | 1/1/25         | Facility – Labor relations consulting services          | \$30,000 per year   | Professional Services |
| Allied Waste of North America, LLC.    | 1/1/25         | Facility – Transload services                           | N/A - Rate-setting  | Transload             |
| HDR Engineering, Inc.                  | 1/1/25         | Joint Activities – Engineering services                 | \$250,000 per year  | Professional Services |
| Compoze Labs, LLC.                     | 12/29/24       | Joint Activities – FSB website creation and maintenance | \$99,000            | Professional Services |
| SKB Environmental, Inc.                | 1/1/25         | Facility – Transload services                           | N/A - Rate-setting  | Transload             |
| Walter’s Recycling and Refuse, Inc.    | 1/1/25         | Facility – Transload services                           | N/A - Rate-setting  | Transload             |
| Dem-Con Companies, LLC.                | 1/1/25         | Facility – Transload services                           | N/A - Rate-setting  | Transload             |

|   |               |   |                          |                              |
|---|---------------|---|--------------------------|------------------------------|
| <b>Forest Lake Area Chamber of Commerce</b>             | <b>1/1/25</b> | <b>Joint Activities – BizRecycling Partners</b> | <b>\$15,000 per year</b> | <b>Professional Services</b> |
| <b>Vadnais Heights Economic Development Corporation</b> | <b>1/1/25</b> | <b>Joint Activities – BizRecycling Partners</b> | <b>\$15,000 per year</b> | <b>Professional Services</b> |
| <b>Cottage Grove Area Chamber of Commerce</b>           | <b>1/1/25</b> | <b>Joint Activities – BizRecycling Partners</b> | <b>\$15,000 per year</b> | <b>Professional Services</b> |

The Procurement team processed 13 grant contracts or amendments totaling \$150,263.93 for BizRecycling, multi-unit recycling and food recovery programs. These grants were distributed to multi-unit residential properties, businesses, non-profits and places of worship to assist in waste reduction and recycling efforts. Grant funds helped each recipient by providing materials and infrastructure needed to better support waste reduction and recycling efforts, as well as expand waste reduction and recycling education for their residents, employees and visitors.