

# Request for Quotes (RFQ) For Truck Scale Calibration, Maintenance, and Repair Services



Issued by:  
Ramsey/Washington Recycling and Energy Board (R&E Board)

Date: 7/10/17

The issuance of this RFQ constitutes only an invitation to submit a quote to the R&E BOARD. It is not to be construed as an official and customary request for bids, but as a means by which the R&E BOARD can facilitate the acquisition of information related to the purchase of truck scale calibration, maintenance, and repair services. Any quote submitted, as provided herein, constitutes an indication to negotiate and NOT A BID.

Request for Quotes will be accepted no later than 4:00 p.m. CST on August 11, 2017.  
**Telephone calls will not be accepted regarding this Request for Quotes.**

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## Introduction

### Purpose of RFQ

The Ramsey/Washington Recycling and Energy Board (R&E Board) is requesting quotes from qualified vendors with experience in truck scale calibration, maintenance, and repair services.

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

### Description of Recycling and Energy Board (R&E Board) and Project Background

The Recycling and Energy Center (R&E Center) is a Refuse Derived Fuel (RDF) processing facility in Newport, Minnesota. It is owned by the R&E Board and currently operated by Great River Energy Newport Services (GRENS). 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, refuse derived fuel (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, Mankato, and Elk River, Minnesota. Trucks are weighed as they approach and leave the facility.

On average, there are 225 trucks that are weighed each day. The inbound scale is scheduled to be replaced in 2017 and will be a 70' x 10' Avery Weigh Tronix BMS HD7010-100T Steel Deck Truck Scale. The outbound scale is an Avery Weigh Tronix BMS HD7010 scale which was installed in 2014. The indicator box is a Mettler Toledo IND560. A third scale utilized by the R&E Center is the loadout scale. The loadout scale is a Mettler Toledo with a Mettler Toledo 8530 indicator box.

### Scope of Work

The Contractor shall provide the list of services outlined below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The Proposer shall identify any additional services required, price them, and explain them in the Proposer's response.

#### A. Inspection, Calibration and Certification of Truck Scales

Perform inspection, calibration and certification on the inbound, outbound and load out scales at the R&E Center four (4) times per year (once per quarter). The inspection, calibration and certification shall include:

1. Scale pit inspection (2 pits)
2. Weight calibration to assure scale accuracy (3 scales)
3. Weight indicator calibration (3 indicators)
4. Certify each scale is accurate as per the Minnesota Department of Commerce – Weights and Measures Division (3 scales, 3 indicators)

**B. Non-Emergency Maintenance and Repair (Routine)**

Non-emergency maintenance and repairs, including supplemental inspection, calibration, and certification as a result of an issue with the scale(s), shall be performed on an “as-required basis.” Initial response to any service request for non-emergency type work shall take place within seven (7) days. This response will consist of diagnosis of the scale problems and cost estimates (quotes) for the maintenance and/or repair. On-site maintenance and/or repairs shall take place as soon as the R&E Board has authorized the maintenance and/or repairs and within replacement part constraints. Replacement parts will be quoted/invoiced as per the established guidelines within the contract. Non-emergency repairs will be based upon the following:

1. Routine maintenance work/repair of scales, as required
2. Mobilization for use of service/calibration truck for routine maintenance work/repair

**C. Parts**

The parts required for repair of the scale(s) from a manufacturer will be provided per discount prices as established as a part of this requested proposal and will be proposed as a percent discount from manufacturer’s list price on parts.

**D. Emergency Repair**

Emergency repair such as inspection, calibration, repairs, and certification will be performed on an “as-required basis.” Emergency repairs require same day response from the Vendor. This response will consist of diagnosis of the scale problems and cost estimates (quotes) for the repair. Emergency repairs shall take place as soon as the R&E Board authorizes the repairs and within replacement part constraints. Replacement parts will be quoted/invoiced as per the established guidelines within the contracts. Emergency repairs will be based upon the following:

1. Emergency work/repair of scale(s) as required
2. Mobilization for use of service/calibration truck for emergency work/repair

## **Instructions to Vendors**

### **RFQ Questions and Clarifications**

Inquiries concerning any aspect of this RFQ should be submitted by postal or email. **The closing date for receipt of written questions will be 4:00 p.m. CST on July 21, 2017. Phone calls are not acceptable.** Questions received after this deadline will not be considered. All questions received before the deadline will be compiled and responded to as identified in the schedule of events. Each question should begin by referencing the RFQ page number and section number to which it relates.

Questions concerning this RFQ should be sent to:

Kelli Hall  
Ramsey/Washington Recycling & Energy Board  
2785 White Bear Avenue, Suite 350  
Maplewood, MN 55109  
[kelli.hall@co.ramsey.mn.us](mailto:kelli.hall@co.ramsey.mn.us)

All questions and requests for clarification, and the R&E Board's response, will be posted on the R&E Board website at <http://morevaluelesstrash.com/>.

Vendor quotes in response to this RFQ will be accepted by the R&E Board until 4:00 p.m. CST on August 11, 2017.

#### **Schedule of Events**

- RFQ released to vendors 7/10/17
- RFQ Q&A period ends 4:00 pm CST 7/21/17
- RFQ Q&A published 7/26/17
- RFQ responses due 4:00 pm CST 8/11/17
- RFQ evaluation begins 8/14/17
- Contract negotiations and final award to vendor by early September

#### **RFQ Amendment**

The R&E Board reserves the right to amend this RFQ at any time. Changes to the RFQ, if any, will be posted at [www.morevaluelesstrash.com](http://www.morevaluelesstrash.com).

#### **RFQ Response Format**

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

R&E Board is not responsible for locating or securing any information that is not identified in the quote and reasonably available to R&E Board. To ensure that sufficient information is available, the Vendor must furnish as part of the quote all descriptive material necessary for R&E Board to determine whether the quote meets the requirements of the RFQ.

R&E Board 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 Board all such information and data for this purpose as R&E Board may request. R&E Board reserves the right to reject any quote if the evidence submitted by or the investigation of such Vendor fails to satisfy R&E Board 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 RFQ response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the quote, the latter will prevail.

The Contractor must respond to the requirements listed in this section.

1. Cover Letter

Address the cover letter to:

Kelli Hall  
Ramsey/Washington Recycling & Energy Board  
2785 White Bear Avenue, Suite 350  
Maplewood, MN 55109  
[kelli.hall@co.ramsey.mn.us](mailto:kelli.hall@co.ramsey.mn.us)

Include the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Name, title, address, telephone and fax numbers and email address of contact person during period of quote evaluation;
- A statement to the effect that the quote shall remain valid for a period of not less than 120 days from the date of submittal; and
- The original quote must be signed by a person who is authorized to sign contracts for the respondent. The quote copies should include the signature page.

2. Qualifications and Experience

Quotes should contain information reflecting but not limited to:

- a. Brief background of the company
- b. Qualifications for providing similar service and demonstrated understanding of the project. The Contractor's quote must include a clear description of its capabilities to undertake the project.
- c. Minimum of five (5) years of experience in this or in related fields.
- d. Provide a description of the Project's manager and key personnel's experience and qualifications.

3. Price Worksheet

Vendor must submit completed Price Worksheet (Attachment 2 of this RFQ).

4. Services Approach

Vendor must provide description of proposed approach for providing services described in the Scope of Work section of this RFQ.

5. References

Please provide the name, address and telephone number of at least three current or past customers. References should be for customers with requirements similar to those of R&E Board. The R&E Board reserves the right to contact these references and discuss the client's level of satisfaction with the Vendor and its products.

6. Examples of past related projects

Please provide at least three (3) examples from past related projects.

7. Sub-Contractor Information

Provide sub-contractor's company name, address, contact person, and telephone number. Provide description of company, contact person, and key personnel's experience and qualifications.

8. Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with the R&E Board, Ramsey County, or Washington County, or any other party or entity that may be affected by the terms of this RFQ and responsive quotes.

**Quote Submission**

Quotes will be accepted by the R&E Board until 4:00 p.m. CST on August 11, 2017. Quotes received after the due date and time will not be accepted and will be marked "LATE" and may be returned to the vendor.

Vendors' quotes can be mailed or emailed to:  
Kelli Hall  
Ramsey/Washington Recycling & Energy Board  
2785 White Bear Avenue, Suite 350  
Maplewood, MN 55109  
kelli.hall@co.ramsey.mn.us

Vendor's quotes may also be hand delivered to the address above. Hand delivered responses will be collected but will not be opened and read at that time.

Please note that it is the Vendor's responsibility to ensure that the quote and all other required documents are received at the address named above by the closing date and time specified above.

### **Quote Rejection or Acceptance**

R&E Board reserves the right to accept or reject any or all quotes and to waive any defects or technicalities or to advertise for new quotes where the acceptance, rejection, waiving, or advertising of such would be in the best interest of the R&E Board. The R&E Board reserves the right to reject quotes based on the evaluation of submitted materials and reserves the right to not be bound to select the quote with the lowest bid. The R&E Board reserves the right to disqualify any quote, before or after opening, if there is evidence of collusion with intent to defraud, or other illegal practices upon the part of the Vendor, or for noncompliance with the requirements of these documents.

In participating in this quote process, all Vendors agree to keep their offers open for 120 days. However, a quote may be withdrawn any time prior to the expiration of 120 days.

### **Public Records**

R&E Board is aware that information contained in the quotes indicates the Vendor's current operations. Quotes submitted become a matter of public record. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Vendor because of this RFQ is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Quote information is private or non-public until the responses are opened; once opened, a Vendor's name becomes public. Upon completion of the evaluation process, the remaining data becomes public but for trade secrets as defined by Minn. Stat. § 13.37, subd. 1(b). If any Vendor deems information they submit as trade secret, it must be clearly indicated as such within the RFQ response.

### **Quote Costs**

Vendors shall bear all costs associated with preparing and submitting responses to this RFQ and the subsequent evaluation phase. R&E Board will, in no way, be responsible for these costs, regardless of the conduct or outcome of the prequalification process.

### **Ownership of Materials Submitted**

All quotes submitted become the property of the R&E Board and will not be returned.

### **Contract**

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

### **Quote Evaluation**

Evaluation of quotes will be conducted by R&E Board staff. The following will be taken into account:

1. Cost – 65% of total score
2. Experience of Personnel and Firm – 20% of total score
3. Approach to requested services – 15% of total score

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

Submission of a quote by a Contractor will be judged to be the Contractor's acceptance of the evaluation approach and as Contractor recognition that some subjective judgments must be made by R&E Board staff during the evaluation process.

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

### **Contract Term**

The initial term of the contract is expected to be two years beginning on the date of execution. Up to three, one-year contract extensions in subsequent years are possible on the same terms and conditions as the initial contract.

### **Contract Budget**

The total contract amount will not exceed \$100,000 for services provided during the initial contract term and all contract term extensions. The Vendor shall submit an invoice to the R&E Board for each previous month's services. The R&E Board makes no guarantee that there will be a need to expend the entire project budget.

## **General Contract Requirements**

### **Contract Language**

The Vendor must read the example contract language provided as Attachment 1. In order to enter into a contract with R&E Board, a Vendor must agree to include this language in the final contract.

### **Certificate of Insurance**

The Vendor shall provide a current copy of its Certificate of Insurance.

### **General Comments**

Vendors can attach any additional information that they feel would help R&E Board evaluate their submission at the end of the RFQ response. Please title this Attachment X – Additional RFQ Response Information.

### **Additional Attachments**

Vendor's quote will consist of completion or acknowledgment of the following attachments.

Attachment 1 – Contract Terms (Vendor to read R&E Board contract terms and sign the acknowledgement)



## **Attachment #1 – Contract Terms**

The following terms are required when entering into a contractual relationship with R&E Board. Please acknowledge that you will agree to the following contractual terms.

### Audits, Reports, Records and Monitoring Procedures

The Vendor 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 Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

### Standards

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

### Vendor/Contractor Information Technology Usage Agreement

All vendors and contractors who access R&E Board information technology resources in the course of their work for the R&E Board are required to sign the Information Technology Usage Agreement (Exhibit 1) which becomes an attached exhibit to the contract. The vendors and contractors must ensure all their employees and agents comply with R&E Board's Information Technology Usage Agreement.

### Data Privacy

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

### Nondiscrimination

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

### 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:

1. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the R&E Board's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The R&E Board, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities.
2. Automobile coverage in the amount of the R&E Board's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
3. Workers' Compensation in statutory amount (if applicable).

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

In the event that claims or lawsuits shall arise jointly against the Vendor and 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.

### 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.

### 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.

#### 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.

#### 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.

#### Firearms Prohibited

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 shall carry or possess a firearm on R&E Board premises or while acting on behalf of R&E Board 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 Board under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

#### Performance

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

#### 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, 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 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.

Certification

By signing this agreement, the Contractor certifies that it and its principals\* and employees:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- (b) have not within a five year-period preceding this agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction, 2) violating any federal or state antitrust statutes, or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- (d) are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and
- (e) shall immediately give written notice to the contract manager should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

\* Principals, for the purpose of this certification, mean officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

**Vendor acknowledgment**

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

**Name:** \_\_\_\_\_ **(Please print or type)**

**Title:** \_\_\_\_\_ **(Please print or type)**

**Attachment #2 – Price Worksheet**

**Truck Scale Calibration, Maintenance, and Repair Services  
Price Proposal**

On the table below, please complete the fees proposed for each service.

**2018 Fees**

<b>Service Description</b>	<b>Unit</b>	<b>Cost</b>
Inspection, calibration and certification of scales (3)	Per quarter	
Labor for non-emergency/routine work/repair	Per hour	
Mobilization* fee – service/calibration truck for non-emergency/routine work/repair	Per mobilization	
Discount from manufacturer’s list price on parts	Percent	
Labor for emergency repair	Per hour	
Mobilization* fee – service/calibration truck for emergency work/repair	Per mobilization	

**2019 Fees**

<b>Service Description</b>	<b>Unit</b>	<b>Cost</b>
Inspection, calibration and certification of scales (3)	Per quarter	
Labor for non-emergency/routine work/repair	Per hour	
Mobilization* fee – service/calibration truck for non-emergency/routine work/repair	Per mobilization	
Discount from manufacturer’s list price on parts	Percent	
Labor for emergency repair	Per hour	
Mobilization* fee – service/calibration truck for emergency work/repair	Per mobilization	

\*Mobilization means the costs associated with the Contractor being onsite at the R&E Center including transportation, staff costs, or other applicable costs required to get equipment to the R&E Center.