

	<b>Ramsey/Washington Recycling &amp; Energy Board</b>	Ramsey/Washington Recycling & Energy Board 2785 White Bear Ave. Suite 350 Maplewood, MN 55109
	<b>Request For Proposals</b>	

**Materials and/or Service:** Acceptance of Refuse Derived Fuel for use in a Gasification Facility

**Phase I Proposal Due Date:** July 27, 2018                      **Time:** 4:00 pm (Central Time)

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

Attn: Kelli Hall  
 Ramsey/Washington Recycling & Energy Board  
 2785 White Bear Avenue, Suite 350  
 Maplewood, MN 55109

All Offers must be received by Ramsey/Washington Recycling & Energy Board (R&E Board) at the specified location by the date and time cited above. Late Offers will not be considered. The mere fact that the Proposal was dispatched will not be considered; the firm must ensure that the Proposal is actually delivered. Regardless of cause, late qualifications 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 qualifications 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 Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

**OFFERORS 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 Board staff may disqualify you from the evaluation process.

## Acceptance of Refuse Derived Fuel for Use in Gasification Facility RFP

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## 1.0 RFP Introduction and Background

### 1.1 Introduction

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

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of meeting the Ramsey/Washington Recycling & Energy Board's (R&E Board) need for potential gasification technology companies that produce biofuels, biochemicals or other valued products for future acceptance as a gasification feedstock of the refuse derived fuel (RDF) produced at the Recycling & Energy Center (R&E Center), located in Newport, Minnesota, which is owned and operated by the R&E Board. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If after Phase II proposals are received, a service is available that meets the R&E Board's needs, the R&E Board may then enter into additional budget discussions and a contract with the selected proposer(s).

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

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

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

### 1.2 Background

This Request for Proposals ("RFP") follows a Request for Expression of Interest ("RFEI") for gasification of RDF issued by the R&E Board in 2014. The R&E Board received responses from: Enerkem, Inc.; Fiberight, LLC; Coronal LLC; and Sierra Energy Corp. This RFP is not limited to the entities that responded to the RFEI. More information about the RFEI can be found at <https://morevaluelesstrash.com/2014-historical-documents-reports>.

### 1.3 Description of Solid Waste Management in the Counties

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

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

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

of hazardous waste, and regulation by the Counties of businesses that generate hazardous waste. Both Counties provide convenient household hazardous waste collection services. A private sector system is in place to collect and properly manage problem materials such as batteries, tires, major appliances, mercury containing devices, etc. All residents in both Counties are served by curbside recycling services. Residents in both Counties have access to no-cost or low-cost yard waste collection services. Source separated collection for organics/food waste is available at drop off sites in Ramsey County, and access to curbside collection of organics will be in place by 2023. Essentially all businesses are required by Minnesota law to recycle, and the R&E Board operates its BizRecycling program to assist businesses to implement or improve recycling services ([www.BizRecycling.com](http://www.BizRecycling.com)). The R&E Board oversees management of all MMSW generated in the Counties for waste processing, production of RDF, and residual disposal.

About 940,000 tons of material were reported as managed by the integrated system in 2015, with a 54% recycling rate. About 440,000 tons of MMSW were available for processing. All tonnages are listed in short tons.

Currently, the R&E Board delivers the RDF produced at the R&E Center to Xcel Energy's ("Xcel") RDF electric generation units in Red Wing and Mankato, Minnesota pursuant to a 10-year Refuse Derived Fuel Supply Agreement (the "FSA") entered into by the R&E Board and Xcel effective January 1, 2018, where it is combusted to generate renewable energy pursuant to Minnesota energy law. The FSA requires the R&E Board to deliver 320,000 tons per year of RDF to Xcel from 2018 – 2022, and 300,000 tons of RDF per year from 2023 – 2017.

The R&E Center is permitted to process up to 500,000 tons per year of MMSW. With R&E Board ownership and the implementation of waste designation, MMSW deliveries are expected to approach 450,000 tons per year. Monthly delivery histories are available upon request. In an average year the R&E Center is expected to produce 350,000 tons of RDF. Therefore after 2022 there will be an estimated 50,000 tons per year of unobligated RDF.

The R&E Board anticipates that, after 2027, it will no longer supply Xcel's combustion facilities with RDF, and after 2027 will have substantially more RDF available for alternative uses, such as this gasification process or an expansion of it.

#### **1.4 RFP Process**

This RFP process is authorized pursuant to Minn. Stat. §473.811 and will be conducted in two phases. In Phase I, the R&E Board will request and receive proposals, review proposals based as described in the RFP, and select the proposer(s) from whom the R&E Board would like to receive additional more detailed proposals (the "Phase II Proposers").

In Phase II, vendors selected for Phase II will be invited to respond to a supplemental RFP (i) to conduct further analyses based on the specific technology or mix of technologies proposed during Phase I, and (ii) to submit a final proposal including (a) pricing and additional details on the technical approach, proposed project structure, such as business, marketing, legal, financing, and administrative aspects of the project, and (b) proposed contracts, letters of intent, evidence of site control, and memoranda of understanding with lenders, financial sponsors, guarantors, and insurers required to proceed swiftly to contract negotiations with the R&E Board. At the conclusion of Phase II, the R&E Board, in its sole discretion and for any reason, may or may not, select one or more finalists for contract negotiation on the basis of the responses to both Phase I and Phase II.

#### **1.5 RFP Schedule of Events**

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

**Table 01: RFP Schedule of Events**

<b>Event</b>	<b>Estimated Date</b>
Request for Proposals Phase I Released	March 28, 2018
Phase 1 Pre-Proposal Conference	April 19, 2018
Deadline for Questions From Vendors	4:00pm CST, May 10, 2018
Addendum for Questions/Answers Published	May 31, 2018
Deadline for Phase I Proposal Submissions	4:00pm CST, July 27, 2018
Vendor Interviews (if necessary)	Week of August 13, 2018
Proposers informed of selection for Phase II consideration	September 27, 2018
Request for Proposals Phase II Released	November 15, 2018
Deadline for Questions From Vendors	4:00pm CST, November 29, 2018
Final Addendum for Questions Published	December 13, 2018
Deadline for Phase II Proposal Submissions	4:00pm CST January 10, 2019
Negotiation of full and final contract terms, consistent with RFPs and Proposals	February – April 2019

**1.6 Minimum Qualifications**

For proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

**1.7 Incurred Expenses**

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

**1.8 Questions and Inquiries**

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

**Table 02: Point of**

<b>Contact Point of Contact</b>
Kelli Hall <a href="mailto:kelli.hall@co.ramsey.mn.us">kelli.hall@co.ramsey.mn.us</a>

Questions and inquiries related to this RFP, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02 above. Proposers shall not contact any other R&E Board staff or consultants with any questions or inquiries. Unauthorized contact with personnel of the R&E Board other than staff listed in Table 02, may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the R&E Board.

In accordance with the RFP Schedule of Events in Section 1.5, all questions must be received in writing no later than May 10, 2018 at 4:00pm Central Time. Questions and answers will be issued in accordance with Section 1.11, Amendments and Addenda.

### **1.9 Clarification and Discussion of Proposals**

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

### **1.10 Pre-Proposal Vendor Conference**

A Pre-Proposal Vendor Conference will be held on April 19, 2018 at 1:00pm at the R&E Center, 100 Red Rock Road, Newport, MN 55055.

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

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

### **1.11 Amendments and Addenda**

All Phase I clarifications and RFP revisions will be documented in an addendum and published to the R&E Board's website. The R&E Board will attempt to publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum for Phase I on May 31, 2018 as needed.

Only questions and answers documented in an addendum shall be binding. Proposers shall acknowledge each addendum issued on the Solicitation Response Form (Attachment 1) which shall be signed and returned with proposers' responses. The R&E Board reserves the right to revise the RFP prior to the deadline for Phase I proposal submissions on July 27, 2018 at 4:00pm CST. Revisions shall be documented in an addendum and published to the R&E Board website.

## 2.0 Scope of Services

The R&E Board encourages all interested and qualified proposers to submit proposals pursuant to this RFP for the development, siting, ownership, and operation of a facility in or near the East Metro that would utilize RDF produced at the R&E Center, potentially along with other sources, to produce biofuels, biochemicals, or other value-added products. Proposers should note that the R&E Center, and the site on which it sits, will not be available for use by the proposer.

### **Gasification Project Goals**

The Proposer shall take into account the following goals of the R&E Board:

1. The project will support the integrated solid waste management system and solid waste management master plans of the Counties.
2. The project will have the capacity to initially utilize a minimum of 50,000 tons per year of RDF, with the potential to use at least 300,000 tons per year over time.
3. The project will minimize the negative environmental health impacts of MMSW management, including minimizing anthropogenic and biogenic greenhouse gas and criteria pollutant emissions.
4. The project will be privately financed, owned and operated.
5. The project will be located on a site secured by the proposer, acceptable to the Counties.
6. The project will commence full operations within five (5) years of contract execution, contingent upon timely federal, state and local approvals.

## **3.0 Proposal Evaluation and Award**

### **3.1 Evaluation Process**

During Phase I, advisory teams assembled by the R&E Board, including technical, financial, and legal advisors as appropriate, will evaluate the proposals. A proposal that does not contain all information required by this RFP will not be evaluated further. Advisory teams will then review the proposals and recommend a ranking of proposals using the criteria described in Section 3.2. The evaluation criteria described in Section 3.2 may be the basis for evaluation.

The R&E Board may request additional information or clarification of proposals. Such clarifications or information received will be considered a part of the proposal. The R&E Board hereby reserves the right to select the particular response(s) to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

### **3.2 Evaluation Criteria**

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

Technical/Operational:

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

Financial:

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

### **3.3 Notice of Intent Award**

After the completion of contract negotiations in Phase II, the R&E Board may issue a written Notice of Intent to Award to the successful proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award.

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

### **3.4 Negotiations and Contract Execution**

The R&E Board reserves the right to negotiate the final terms and conditions of the Fuel Supply Agreement, and potentially related agreements, for the development of the proposed gasification project. In the event the R&E Board and the vendor are unable to agree upon all contract provisions, the R&E Board reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

### **3.5 Contracting Ethics**

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

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

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

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

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

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

## **4.0 Phase 1 - Submittal Response Format**

### **4.1 General Instructions**

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

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

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

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

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 RFP 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 following instructions must be followed by Proposers submitting Proposals:

- A. The deadline for Proposal submissions is established in Section 1.5, RFP Schedule of Events. The Proposal deadline is July 27, 2018 at 4:00 p.m. Central Time. Proposals received at the R&E Board after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. Companies may propose alone or as part of a proposal team with other companies; however, one legal entity shall be listed as the lead proposer and shall ultimately be the contracting entity with the R&E Board, and it shall be financially responsible for its subcontractors.
- C. Proposers shall submit, in one package, all of the following items:
  - i. A transmittal letter stating the intent to propose in response to the R&E Board's RFP, the legal name of the lead proposer, contact name, telephone number, email address, and mailing address. The letter shall also indicate the Proposer's intent to proceed in good faith and with all reasonable efforts to propose in Phase II, if selected by the R&E Board.
  - ii. One (1) original hard copy of the complete proposal.
  - iii. One (1) original hard copy of the completed Solicitation Response Form
  - iv. One (1) original hard copy of the Application for Designation of Trade Secret Information (if applicable).
  - v. Ten (10) hard copies of the executive summary of the proposal.
  - vi. Ten (10) flash drives containing the proposal with the exception of Section 4.7 information (Facility Economics and Financing).
  - vii. Ten (10) flash drives containing only the Section 4.7 information (Facility Economics and Financing).

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

**Table 03: Proposal Mailing Address**

<b>R&amp;E Board Mailing Address</b>
Attn: Kelli Hall Ramsey/Washington Recycling & Energy Board 2785 White Bear Avenue Suite 350 Maplewood, MN 55109

E. The following table contains the organization guidelines for Phase I Proposal responses.

**Table 04: Proposal Checklist**

<b>RPF Attachment Number</b>	<b>Proposal Section</b>	<b>RFP Section Number</b>
-	Transmittal Letter	4.1,C.i.
-	Executive Summary	4.2
1	Completed Solicitation Response Form (attached)	4.3
-	General Company Information	4.4
-	Description of Technology	4.5
-	Description of Operations	4.6
-	Facility Economics and Financing	4.7
-	Marketing Information and Experience	4.8
-	Environmental Permits and Controls	4.9
-	Exceptions to Terms and Conditions	4.10
2	Application for Designation of Trade Secret Information (attached)	4.11

**4.2 Executive Summary**

Provide an executive summary (not to exceed 5 pages) that summarizes the key features of the proposal. Do not include the required information in item 5 below in the Executive Summary.

**4.3 Solicitation Response Form**

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

**4.4 General Company Information**

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

- Business structure of the proposer (e.g., corporation, partnership, sole owner, joint venture, LLC etc.) and year founded.
- Ownership structure of the proposer.
- The address and physical location of the proposer's corporate office and the office(s) responsible for providing the potential methods, facilities, or approaches.
- Name, address, email address, and telephone number of the proposer's contact person.
- List of key personnel, including individual experience profiles or resumes.

#### **4.5 Description of Technology**

Each proposer should include a detailed narrative describing the following:

- The proposed technology or technologies along with a description of how the proposed facility would function including, as applicable: gasification process, feedstocks to be accepted, receipt of RDF (including loading infrastructure requirements), products produced, and process and residue management. If products other than biofuels or biochemicals are to be produced, provide a detailed description of these other value-added products and the likely markets for such products, as well as the financial viability of such products and markets. Provide an accompanying schematic process flow diagram to illustrate the narrative description.
- Requirements for RDF quality and quantity. If the R&E Center's RDF does not meet proposer's requirements, a discussion of whether the proposer will further process the RDF to meet its specifications or whether it expects the R&E Center to do so.
- Proposer's plans to accept feedstocks other than from the R&E Center.
- The proposed facility's daily capacity and annual processing and storage capacity, accounting for planned and unplanned maintenance and outages. Describe the number of lines and unit capacities to meet the overall facility capacity. Describe whether unit capacities and facility capacity are comparable to existing applications of the technology, or how scale-up will be achieved. Identify the expected annual availability of the facility and the annual throughput anticipated and describe how these estimates are comparable to existing applications of the technology.
- Staffing plan, including approach to diversity goals and prevailing wages.
- Proposed ownership of RECs (Renewable Energy Credits), RINs (federal Renewable Identification Numbers for renewable transportation fuels), and any other such green credits (such as state credits).
- How the facility or facilities would be expanded, if needed.
- The amount of acreage required to develop the proposed facility or facilities, and status of siting.
- Permitting needed (as further described in section 7), and any expectations of support by the R&E Board.
- Potential nuisance issues (including but not limited to noise, odor, traffic) with the facilities and mitigation plans
- Conceptual drawings of proposed facility. A drawing(s) for an existing, comparable facility is acceptable.
- What outside utilities will be required to operate at facility capacity—water, sewer, electric and natural gas, and status of discussion of needs with such utilities, including quality and quantity expectations.
- The expected useful life of the major equipment and technology.

#### **4.6 Description of Operations**

Each proposer should include a detailed narrative describing the following:

- Daily operations of the Proposer's facility, including a discussion of transportation by trucks into and out of the facility.
- Estimates (in tons per day and in tons per year) of the amount of RDF that proposer would accept, including for storage, the amount of product(s) produced, and the characteristics and amounts of residual materials requiring disposal, as well as receipt and unloading of RDF.
- Describe the project's ability to scale/transition based on changes to the quantity and quality of RDF produced at the R&E Center.
- Describe proposed and potential beneficial uses of any residual materials and/or the quantity and quality of the residue that would require landfill disposal and/or incineration, including identification of the source of that residue in the process.

- A list of applicable existing reference facilities.

#### **4.7 Facility Economics and Financing**

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

- Planning-level cost and pricing estimates, including design and construction cost, transportation, operating and maintenance costs, product revenue (by product), and proposed RDF fee structure and components, along with incentives to improve the economics for the R&E Board.
- If other feedstocks are proposed to be accepted, the financial benefits of scale to be shared with the R&E Board.
- A breakdown of all capital costs including, but not limited to: design; site acquisition and cost for site preparation; construction of structures; purchase and installation of equipment, environmental control systems; utilities, including capacity, availability and connection fees; ancillary systems, mobile equipment, and other costs.
- A breakdown of expected operating costs including: labor, utilities, chemicals, maintenance and repair, capital repair and replacement, and residuals disposal costs.
- Potential revenues by product type.
- A planning-level financial proforma for the project showing costs, revenues and fees.
- Proposer's most recent financial statements or auditor's letter characterizing the financial capacity available for the project.
- Guarantees and contractual terms to be offered to or required of the R&E Board.
- Proposed contract terms and disposition of the facility after contract termination.
- Ability to privately finance the proposed facility and the type of financing to be utilized.

Please note that the fee and/or revenues proposed to impact the R&E Board in Phase I are not strictly binding, but will be used for consideration as to which proposers shall be invited to participate in Phase II. Moreover, it shall not be considered good faith by the Proposer if the economics proposed in Phase II are materially different, without good cause outside the reasonable knowledge of the Proposer.

#### **4.8 Marketing Information and Experience**

Each proposer should include a detailed narrative describing the following:

- Facility marketing plan, including all potential products and expected revenues by product (unit-price basis). For each product, identify in general terms the expected market and describe the anticipated strength of that market.
- Contingency plans for products that may have less certain markets.
- Experience in marketing products from existing facilities or in similar situations.

#### **4.9 Environmental Permits and Controls**

Each proposer should include a detailed narrative describing the following:

- Describe the facility design and operational measures to be taken to conform to anticipated environmental requirements. Please include all anticipated emissions and management of such emissions. For example, describe anticipated air pollution control devices and their effectiveness, noise and odor abatement measures, means to reduce consumptive water use and process wastewater discharge, stormwater management, and measures to reduce the visual impact of the facility.
- Provide a planning-level assessment of potential greenhouse gas emissions (provide results in terms of CO<sub>2</sub> emissions using Climate Registry protocols).
- Describe generally the types of permits and licenses expected to be needed to develop the facility and implement the technology. Describe which entities must issue the permits and licenses, and a proposed

permit issuance timeline. Note that the proposer shall be fully responsible for all permitting requirements regardless of the listing, or lack thereof, in the proposal.

#### **4.10 Exceptions to Terms and Conditions**

The ninth section of the Proposal should include any exception the Proposer takes to the terms and conditions set forth in this RFP. Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The

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

#### **4.11 Application for Designation of Trade Secret Information**

The tenth section of the Proposal should be a completed Application for Designation of Trade Secret Information – Attachment 2, if applicable.

#### **4.12 Attachments: Required Forms**

- A. Attachment 1 – Solicitation Response Form
- B. Attachment 2– Contractor Application for Designation of Trade Secret Information

## **5.0 Solicitation and Contract Terms and Conditions**

### **5.1 Contract Approval**

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

### **5.2 Contract Dispute**

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

### **5.3 Possession of Firearms on R&E Board Premises**

Unless specifically required by the terms of 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 Board premises or while acting on behalf of the 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.

### **5.4 Indemnification and Hold Harmless**

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.

### **5.5 Insurance Requirements**

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

- 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.
- 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
- Worker's Compensation in statutory amount.

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

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the R&E Board.

## **5.6 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 R&E Board 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, 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 Board 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.

## **5.7 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.

## **5.8 Conflict of Interest**

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

## **5.9 Pending and Recent Litigation**

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

## **5.10 Proposer's Certification**

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

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

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

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### **5.11 Offer Held Firm**

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the R&E Board will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

### **5.12 Amendment/Withdrawal of Proposals**

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

### **5.13 Contract Modifications**

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

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

Federal Regulation 45 CFR 92.35 prohibits the R&E Board from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, 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.

### **5.15 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 RFP 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 be immediate termination by R&E Board.

### **5.16 Subcontractors**

The proposer 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 proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Minnesota business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the R&E Board for all services contracted by the proposer under this RFP

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

#### **5.17 Clarification of Proposals**

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

#### **5.18 Rights to Submitted Material**

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

#### **5.19 Contract Negotiation**

After final evaluation, the R&E Board may negotiate with the offerors of the highest-ranked proposal(s). Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the R&E Board may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

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

#### **5.20 Failure to Negotiate**

If the selected proposer:

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

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

#### **5.21 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.

#### **5.22 Compliance with Law**

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

#### **5.23 Non-Collusion Statement**

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

#### **5.24 Force Majeure**

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

#### **5.25 Policy Compliance**

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

## **5.26 Public Information**

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

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

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

- Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- Agree that the 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 reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The proposer agrees to maintain and make available these records for a period of six (6) years from the date of the termination of this agreement.

## **5.28 Data Practices**

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

## **Attachments**

**Attachment 1 – Solicitation Response Form (*attached to this document*)**

**Attachment 2 – Contractor Application for Trade Secret Information (*attached to this document*)**

**Attachment 3 – R&E Center RDF Characteristics (*attached to this document*)**

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## Attachment 1 – Solicitation Response Form

**Solicitation Title: Acceptance of RDF for use in Gasification Facility RFP**

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

Contractor Company Name:

Total Number of Solicitation Pages:

Total Number of Pages in Contractor's Solicitation Response:

Acknowledgement and Number of Solicitation Addenda Received:

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

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

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

### COLLUSION

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

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Title: Acceptance of RDF for use in Gasification Facility RFP

## **Attachment 2 – Contractor Application for Designation of Trade Secret Information**

### **Solicitation Title** Acceptance of RDF for use in Gasification Facility RFP

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 Board's Purchasing Standard Terms and Conditions.

Section  
Page #  
Topic

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

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

Name and Title of Authorized Preparer

Signature

Date

**Attachment 3 – R&E Center RDF Characteristics**

	<b>October 2016</b>	<b>March 2017</b>	<b>May 2017</b>	<b>August 2017</b>
<b>Moisture Content (%)</b>	33.18	30.19	30.50	34.70
<b>Percent Fines (&lt;6mm, %)</b>	12.68	17.25	6.19	8.99
<b>Carbon Content (%)</b>	43.21	46.31	42.12	46.34
<b>H (%)</b>	12.50	22.34	17.90	6.60
<b>N (%)</b>	0.35	0.48	0.43	0.82
<b>Inorganics (%)</b>	19.40	23.94	18.56	16.07
<b>Calorific value (BTU/lb dry material)</b>	9322	8226	7479	7917
<b>BMP (mL CH4/g)</b>	NT	NT	NT	NT