

Request for Quotes (RFQ) For Engineering Peer Review Services



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

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

Date: 5/25/18

The issuance of this RFQ constitutes only an invitation to submit a quote to Recycling & Energy. It is not to be construed as an official and customary request for bids, but as a means by which R&E can facilitate the acquisition of information related to the purchase of engineering peer review 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 June 28, 2018.

Telephone calls will not be accepted regarding this Request for Quotes.

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Introduction

Purpose of RFQ

This Request for Qualifications (RFQ) is intended to solicit proposals from proposers to select a contractor to provide the following engineering review services on a time and materials basis:

- Review conceptual design documents.
- Evaluate estimated recovery rates from anticipated equipment.
- Evaluate equipment layout, areas of concern, and fatal flaws (if applicable), based on industry standards.
- Evaluate engineering cost opinions for capital and operations and maintenance costs.

Proposers' responses will be evaluated and ranked based on the criteria described in this RFQ. If a service is available that meets R&E's needs, R&E 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 RFQ:

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

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

For the purposes of this RFQ, the term "pre-processing" refers to the mechanical systems that separate recyclable commodities from MSW and may include systems to provide quality control of existing recyclable commodities.

Background

The Ramsey/Washington Recycling & Energy Board (R&E Board) is a joint powers board created by Ramsey and Washington Counties, Minnesota. The R&E Board is responsible for administering, on the behalf of the two counties, a number of solid waste activities and programs identified in the respective county solid waste master plans. The solid waste system in the two counties is a fully integrated waste management system, with robust source separation programs for traditional recyclables, regulation of commercial hazardous waste, effective household hazardous waste collection programs, yard waste management, and resource recovery. In 2016 only about 11% of mixed municipal solid waste was delivered directly to landfills.

Ramsey/Washington Recycling & Energy (R&E) owns and operates a refuse derived fuel (RDF) facility in Newport, MN. The facility, known as the Recycling & Energy Center (R&E Center), processes about 440,000 tons per year of trash from Washington and Ramsey County homes and businesses. Trash from the two counties is delivered to the R&E Center pursuant to a designation (flow control) ordinance that went into effect on January 1, 2018. At the R&E Center, waste is processed to recover ferrous and non-ferrous metals for recycling and refuse-derived-fuel (RDF) for combustion at Xcel Energy's Red Wing and Mankato power plants.

The R&E Board purchased the R&E Center on December 31, 2015, with the intent to evaluate and implement new technologies to improve performance to recover materials and energy from waste and to assure that the East Metro achieves or exceeds a 75% recycling goal. R&E is in the process of designing a pre-processing system to extract recyclables and organics from the trash.

Pre-processing, also known as Mixed Waste Processing, refers to a system of mechanical equipment with minimal labor, utilized to remove specific products (organics, metals, plastics, cardboard or a combination of all) from the waste stream that can be recycled, composted or digested. Material not removed for recycling, composting or digestion is anticipated to be used as a RDF that can be a feedstock for gasification or bio-fuel production, or be further processed for other uses.

Scope of Work

R&E has contracted with Foth Infrastructure & Environment and other vendors to prepare a conceptual design for the addition of pre-processing equipment at the R&E Center. At this time R&E is looking to contract for a third party peer review of the conceptual design, and will later procure services for construction management. Proposers shall provide the following on a time and materials basis:

- Demonstrate an understanding of the R&E purpose and criteria for the preprocessing system
- Review the adequacy of the conceptual design documents to meet the R&E purpose. Evaluate estimated recovery rates of targeted materials from the system and equipment in the conceptual design.
- Evaluate system and equipment layout, flow of materials, areas of concern, limitations and fatal flaws (if applicable), based on industry standards.
- Identify risks associated with the conceptual design and methods of mitigation.
- Evaluate engineering cost opinions for capital, operations and maintenance costs.

The project is anticipated to be completed within six (6) months of contract start date.

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 June 14, 2018. 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
2785 White Bear Avenue, Suite 350
Maplewood, MN 55109
kelli.hall@ramseycounty.us

Proposers shall not contact any other R&E staff, Ramsey or Washington county staff, R&E Board members or R&E Consultants with any questions or inquiries. Unauthorized contact with any other R&E staff, Ramsey or Washington county staff, R&E Board members or R&E Consultants may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of R&E. All questions and requests for clarification, and the R&E's response, will be posted on the R&E website at <http://morevaluelesstrash.com/vendor-opportunities> on June 21, 2018.

Vendor quotes in response to this RFQ will be accepted by R&E until 4:00 p.m. CST on June 28, 2018.

Schedule of Events

The following RFQ Schedule of Events represents the best estimate of the schedule Recycling & Energy will follow:

Event	Date
Request for Proposals Released	May 25, 2018
Deadline for Questions from Vendor	June 14, 2018
Final Addendum to Questions Published	June 21, 2018
Deadline for Proposal Submissions	June 28, 2018, at 4 p.m. C.S.T.
Proposal Evaluation Period	June 28 – July 26, 2018
Contract Negotiations and Final Award	July 26, 2018
Contract Start Date	August 1, 2018

RFQ Amendment

R&E reserves the right to amend this RFQ at any time. Changes to the RFQ, if any, will be posted at <http://morevaluelesstrash.com/vendor-opportunities>.

RFQ Response Format

Vendors must address all information specified by this RFQ. All questions must be answered completely. R&E 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 is not responsible for locating or securing any information that is not identified in the quote and reasonably available to R&E. To ensure that sufficient information is available, the Vendor must furnish as part of the quote all descriptive material necessary for R&E to determine whether the quote meets the requirements of the RFQ.

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

Marketing brochures included as part of the main body of the 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 following instructions must be followed by Proposers submitting Proposals:

1. The deadline for Proposal submissions is June 28, 2018, at 4:00 p.m. Central Time. Proposals received at R&E after this deadline will not be accepted. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
2. Proposers shall submit one (1) hard copy and/or one (1) electronic copy in searchable Adobe PDF format. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFQ Title. Electronic Proposals shall be submitted to kelli.hall@ramseycounty.us.
3. The mailing addresses for Proposals is as follows:

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

4. The following contains the organization guidelines for Proposal responses.
 - a. Cover Letter. The Cover Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or another corporate officer (s).

The Cover Letter must provide the following:

1. Identification of the proposing company, including name, address and telephone number;
2. Name, title, address, telephone and fax numbers, and email address of contact person during the period of proposal evaluation;
3. A summary of claims brought against the vendor, subcontractors, and proposed personnel during the past five years related to the services being proposed, and the status of each claim.
4. A statement to the fact that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
5. Signature of a person who is authorized to sign contracts for the company.

The Cover Letter shall be printed on the company's letterhead. A signature on the Cover Letter hereby provides R&E acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFQ.

b. Questionnaire for Proposers

Please submit your responses in order beginning with question #1 by restating the question, then provide your answer. Be specific with names and numbers.

1. Background Information

Description of

- a. Past experience in the successful completion of similar peer-review services for engineering design work. Experience working with public sector preferred. Firms should provide evidence of the successful completion of at least two such projects.
- b. Past experience in successful completion of design and implementation of waste processing, solid waste management, and/or industrial processing. Experience working with public sector preferred. Firms should provide evidence of the successful completion of at least two such projects. Please provide name, address, and telephone numbers of the contact person for such projects.

Identify the specific person(s) who would be responsible for the proposed work and include a brief resume for each. Please list references for each person identified including name, address and phone number of an appropriate reference contact person.

2. Scope of Work

Using the Scope of Work as a guide, outline a work plan, with target dates for beginning and completion of essential steps necessary to meet the deadlines. As part of the Scope of Work, include a statement that demonstrates an understanding of the purpose of the R&E's purpose in developing a pre-processing system, and the role of this peer-review in that work.

3. Cost Summary

Pricing and fee schedules should be on an hourly rate and sufficiently descriptive to facilitate acceptance of a proposal. List the not-to-exceed (NTE) amount you propose for consulting services. Pricing should outline all estimated expenses, such as travel, lodging, printing and mailing, and miscellaneous expenses, which are separately reimbursable

4. References

Provide three references from clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client. Provide the name, address, and phone number of the references.

Quote Submission

Quotes will be accepted by R&E until 4:00 p.m. CST on June 28, 2018. 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
2785 White Bear Avenue, Suite 350
Maplewood, MN 55109
kelli.hall@ramseycounty.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 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 R&E. R&E 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. R&E 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 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 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 R&E and will not be returned.

Contract

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

Quote Evaluation

Evaluation of quotes will be conducted by R&E staff. The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated and ranked. R&E hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the stated criteria.

Table 2: Evaluation Criteria

Criteria	Description	Maximum Score
Experience of firm and personnel	This criterion considers the Proposer’s experience in providing the services solicited by this RFQ as set forth in the Proposer’s response	30
Demonstrated understanding of the scope	This criterion considers the Proposer’s understanding of the R&E’s service needs and the proposed scope of services.	30
Cost	This criterion considers the price of the services solicited by this RFQ.	20
References Review	The criterion considers the quality of work examples and references.	20

R&E reserves the right to consider any additional information gathered by R&E 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 staff during the evaluation process.

After completing the evaluation phase of the process, R&E will enter into financial negotiations. The final selection will be based on the satisfactory outcome of these negotiations. The award shall be made to the

responsible Vendor whose quote is determined, at the R&E's sole discretion, to be the most advantageous to R&E. The lowest cost will not be the sole determining factor. After the contract has been awarded, R&E will notify the quote submitters of the outcome.

Contract Term

The initial term of the contract is expected to begin on the date of execution and continue for twelve months with most of the services being completed within the first six months.

Contract Budget

The total contract amount will not exceed \$50,000 for services provided during the initial contract term and all contract term extensions. The Vendor shall submit an invoice to R&E for each previous month's services. R&E 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, 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 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 contract terms and sign the acknowledgement)

Attachment 2 – Solicitation Response Form

Attachment 3 – Contractor Information and Reference Form

Attachment #1 – Contract Terms

The following terms are required when entering into a contractual relationship with R&E. 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, 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 information technology resources in the course of their work for R&E 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'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.

Ownership of Materials and Intellectual Property Rights

Any research data, report, study, data base, photograph, audio or video recording, or other item or document, in whatever form (whether or not eligible for copyright, trademark, or patent protection) created or prepared by the Contractor in the performance of its obligations under this Agreement (the "Deliverables") are the exclusive property of the R&E. All right, title, and interest, including all intellectual property rights, in all Deliverables conceived or originated by the Contractor either individually or jointly with others are the property of the R&E and are by this Agreement assigned to the R&E.

The Contractor shall not use, willingly allow, or cause to have such Deliverables used for any purpose other than performance of its obligations under this Agreement without the prior

express written consent of R&E. All Deliverables shall be remitted to R&E by the Contractor upon completion, termination, or cancellation of this Agreement.

Contractor warrants that any Deliverables will not infringe upon or violate any patent, copyright, trademark, or any other proprietary right, or misappropriates any trade secret, of any third party. Contractor shall defend, indemnify, and hold R&E, its officials, employees, agents, and third party service providers harmless from and against any and all liability, losses, costs, damages, expenses, claims or actions and fees, including reasonable attorneys' fees (collectively, "Claims"), of any third party Claims that the use of the Deliverables by R&E infringes or violates any copyright, patent, trademark or other proprietary right, or misappropriates any trade secret, of any third party existing under the laws of the United States or any state or territory thereof.

Nondiscrimination

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General R&E 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 R&E 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 R&E, it will at all times during the term of the Agreement have and keep in force:

- a. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of R&E'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.
- b. Automobile coverage in the amount of R&E's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- c. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. R&E 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 R&E, and R&E 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 R&E.

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 R&E 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 R&E and shall not be considered employees of R&E.

Neither the Vendor nor its employees will at any time be construed to be employees of R&E. 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 R&E. Any assignment or novation may be made subject to such conditions and provisions as R&E 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 R&E 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 premises or while acting on behalf of R&E pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to R&E under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

Performance

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

performed. Vendor shall work with R&E to correct the unsatisfactory service to R&E's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of R&E, it shall be considered a material breach and shall be cause for be immediate termination by R&E.

Contractor Debarment, Suspension, and Responsibility

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

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 – Solicitation Response Form

Solicitation Title: Engineering Peer Review Services RFQ

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 General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, R&E employees 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: Engineering Peer Review Services RFQ

Attachment 3 – Contractor Information and Reference Form

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

Company Information:

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

Solicitation Response Contact:

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

Contract Mailing Address (if different from Company Information):

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

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

1. First Reference

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

2. Second Reference

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

3. Third Reference

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

Name and Title of Authorized Contractor Representative:

Signature:

Date: