

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: B-351(5)

DATE: May 7, 2024

PRODUCT/SERVICE: Bags: Compostable

CONTRACT PERIOD: May 15, 2019 through September 30, 2024

EXTENSION OPTIONS: None

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): Erin Snaza

PHONE: 651.201.3123

E-MAIL: erin.snaza@state.mn.us

WEB SITE: <https://mn.gov/admin/osp/>

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

EcoSafe Zero Waste USA

157480

NET 30

1-5 days ARO

Geoff Woolley, President
Unit 101-19074 22nd Ave
Surrey, BC V3S 3S6
Canada

VENDOR NO: 0000879266

PLACING ORDERS, POINT OF CONTACT: Sharon Heath

OFFICE: 604.560.5133 | **FAX:** 604-560-5131 | **EMAIL:** orders@ecosafezerowaste.com

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

Polybest, Inc.

157547

1% in 10, NET 30

30 days ARO

John Li, President
2962 Cleveland Avenue N
Roseville, MN 55113
USA

VENDOR NO: 0000814920

PLACING ORDERS, POINT OF CONTACT: John Li, President

OFFICE: 651.633.1688 | **FAX:** 651.633.9190 | **EMAIL:** johnli@polybestinc.com

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below:

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SPECIAL TERMS AND CONDITIONS

SCOPE. To establish a contract for compostable bags for the State of Minnesota and Cooperative Purchasing Venture (CPV) members. Order sizes may vary from a case to a mixed pallet.

COMPOSTABLE BAG SPECIFICATIONS

1. **Environmental requirements.** Compostable bags must meet the following standard and certification:
 - a. American Society for Testing and Materials (ASTM) D6400
 - b. BPI certification
2. **Thickness.** The minimum desired thickness must be 0.8 mil, unless the manufacturer can demonstrate consistent satisfactory performance with thinner gauges.
3. **Color.** The State requires the compostable bags to be green or very pale green.
4. **Workmanship.** Bags shall be uniform in color, texture, and finish; and must be free of defects, such as pinholes, tears, cuts, or imperfect seals.

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

PRICE SCHEDULES.

EcoSafe Zero Waste: [https://osp.admin.mn.gov/sites/osp/files/pdf/b-351\(5\)ecosafepriceschedule.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/b-351(5)ecosafepriceschedule.pdf)

Polybest, Inc.: [https://osp.admin.mn.gov/sites/osp/files/pdf/b-351\(5\)polybestpriceschedule.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/b-351(5)polybestpriceschedule.pdf)

- **No minimum orders.** Minimum case orders per delivery will not be allowed under this contract.
- **Quantity or volume discount.** The contract vendors offer quantity or volume discount according to the number of cases per single order. The quantity or volume discount will apply when ordering the number of cases as listed on the Price Schedule.
- **Mixed pallet.** The contract vendors offer quantity or volume price break(s) or discount on mixed pallet orders. For example, when an ordering entity purchases 30 cases of varying sizes, all cases on this single order will be invoiced at the 30 quantity or volume price break or discount.
- **Freight (FOB destination, prepaid and allowed).** Orders shall be shipped FOB destination, prepaid and allowed. Freight costs shall be included in the unit price.
- **Delivery.** See contract vendor price lists for delivery after receipt of order timelines.

PURCHASING CARDS. The contract vendor shall accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the state. The state's single purchase limit is \$5,000 on the purchasing card, but it may be increased upon mutual approval by the state and the contract vendor.

ITEMS OFFERED AS NEW. All products, materials, supplies, and equipment offered and furnished must be new, of current manufacturer productions, and must have been formally announced by the manufacturer as being commercially available as of the date of the solicitation opening, unless otherwise stated in this solicitation.

RETURNED GOODS. Bags that are shipped in error, are found to be defective, or do not meet the required specifications, will be returned to the contract vendor at the contract vendor's expense. The contract vendor shall accept return boxes that have been opened or damaged. Bags that have been ordered incorrectly may be exchanged or returned at the customer's option and expense.

SAMPLES. The State reserves the right to request sample bags at any time over the life of the contract. All costs associated providing requested samples, will be the sole responsibility of the contract vendor. Samples will not be returned.

USAGE REPORT. The contract vendor must report usage data for this contract. The usage report shall be submitted on an annual basis and upon request.

The usage report must separately list total spend for the State of Minnesota and CPV Members and must include:

- Name of purchasing entity
- Product name
- Item description
- Unit measure
- Price per unit
- Total quantity of units purchased
- Total number of individual items purchased
- Total spend

PACKAGE AND PACKAGE LABEL. Bags must be stable during normal shipping and use conditions. Bags must be packed in corrugated or chip board boxes standard to the industry and properly labeled and identified as to its contents.

The State desires that the corrugated boxes contain recycled content or post-consumer recycled content.

Package labels, at minimum, should include: bag size, bag color, and quantity.

VERIFYING THE CONTRACT PRICES. The following information explains the method(s) for calculating and/or confirming the contract prices.

The Contract(s) was executed with **FIXED PRICING**. The pricing offered must match or be lower than that detailed herein.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

SWIFT Line:

24121500 Compostable bags

REVISIONS.

04/23/2024	Amendments to extend same prices, terms and conditions for 157480 & 157547
05/15/2023	Amendment 4 to extend same prices terms and conditions for 157480
05/09/2023	Amendment 2 to extend same prices terms and conditions for 157547
02/22/2022	Amendment 3 to Contract 157480, lower pricing item # HR1617-6, same terms and conditions.
02/03/2022	Amendment 2 to Contract 157480, revised pricing, added item, same terms and conditions.
06/18/2021	AMS/Buyer changed from Tou Yang to Erin Shaza
04/29/2021	Contract extended through May 14, 2023 for both EcoSafe Zero Waste USA and Polybest at the same prices, terms, and conditions.

Contract Release: B-351(5)

12/08/2020	AMS/Buyer changed from Ryan Normandin to Tou Yang.
03/02/2020	EcoSafe Zero Waste USA's address updated.
08/26/2019	Change AMS from Mee Chang to Ryan Normandin.
05/24/2019	Polybest, Inc. contact information updated.
05/15/2019	Contracts fully executed.