

EDUCATION SERVICE CENTER REGION 19
RFP AWARD SUMMARY

RFP TITLE: Recycling Services-Region 19 Purchasing Cooperative
RFP NUMBER: 07-6101
RFP OPENING DATE: July 12, 2007
CONTRACT TERM: Date of Award until August 31, 2010 with the option to extend an additional 36 months not to exceed 72 months in the aggregate
(Extended until August 31, 2013 on July 14, 2010 by ESC Region 19)
FUNDING SOURCE: various
RFP's ISSUED: 9
RESPONSES: 2
ADVERTISEMENT DATES: May 22nd and May 29th , 2007
BOARD MEETING DATE: August 9, 2007

RECOMMENDED FOR AWARD: **Friedman Recycling of El Paso , LP**

TOTAL (estimated) **\$500,000.00 annually**

EXPLANATIONS:

Award of this contract will enable Region 19 Purchasing Cooperative members to purchase recycling services during the contract term. Benefits in award of this contract will reduce landfill waste, reduce waste control service costs, and eliminate harvesting of natural resources. Additionally, Texas Health & Safety Code, subtitle B, chapter 361 requires all Texas governments to recycle and this will bring participating Region 19 Purchasing Cooperative Members in compliance with this law. Other benefits include profit sharing of all participating entities on a quarterly basis by rebates from the recommended vendor for this contract. Commitments to participate in this contract include El Paso ISD, Fabens ISD, Canutillo ISD, Clint ISD, Socorro ISD, San Elizario ISD, Region 19 Head Start, and Ysleta ISD. It is anticipated that other local governments will be joining in this contract over the next couple of months. The program has been modified for specific requirements from some of the entities, but basically mirrors the City of El Paso curbside program. Award basis was based on 70% cost and 30% experience and past performance. All committee members submitted an evaluation form after reviewing proposals and making on site visits to the vendor facilities. Friedman Recycling was given an overall score of 9.55 while El Paso Disposal was given a score of 5.49 overall. Additionally, Friedman has proposed a revenue sharing plan which will take the total tonnage collected and submit back to ESC Region 19 coop members a rebate that will be \$10 up to \$55 per ton depending upon what the monthly published index price is for Old Corrugated Containers. During the month of July 2007, the index was at \$101 to \$125 for the SW Region, therefore, Friedman would have paid the districts \$20 for every ton of mixed recycled materials (cardboard, plastic, paper, aluminum, and metal) collected. They also will facilitate clean materials and pay top dollar for cleaned materials, however, this method will require extensive planning by members. Examples of rebates for July 2007 would have been \$75/ ton for cardboard, \$50/ ton for mixed paper, \$60/ ton for newsprint, \$.09 per pound for soda bottles, \$35/ ton for tin cans, and \$.50/ lb. for aluminum cans. All rebates will be based on a monthly board market yellow sheet for the SW Region.

SPECIFICATIONS PROVIDED BY: Royce Cleveland
ESC Region 19

Amanda Burns
El Paso ISD

EVALUATION COMMITTEE: Amanda Burns
El Paso ISD
Laura Rivera
El Paso ISD
Juan Pulido
El Paso ISD
Marco Marquez
Ysleta ISD
Mario Medrano
Ysleta ISD
Justin Hill
Clint ISD
Rafael Padilla, Jr.
Socorro ISD
Ed Nicholas
ESC Region 19 Head Start

ORDER INFORMATION: **Friedman Recycling of El Paso, LP**
Attn: David Friedman
5835 Wren
El Paso, TX 79924
915-792-9300
Fax: 915-792-9301
elpaso@friedmanrecycling.com

SPECIAL CONDITIONS-PART 1

1. This contract will be in compliance with Texas Health & Safety Code, Subtitle B, Chapter 361 for governmental entity recycling.
2. A list of local governments is provided along with related information for a response from contractors wishing to facilitate this service.
3. The awarded contractor will be responsible for compliance with all Federal, State, and local laws, regulations, and requirements for recycled waste as specified in this contract.
4. All ESC-Region 19 Purchasing Cooperative members reserve the option to add and delete services on an individual basis during the contract term due to funding or logistical issues that are in the best interest of the specific entity.
5. All waste containers will be steam cleaned, repaired, and maintained during the contract period by the awarded contractor.
6. Award basis will be 70% cost and 30% past performance for related type services.
7. All dumpsters will have slant tops with plastic lids unless otherwise specified in response.

SPECIAL CONDITIONS-PART 1

8. Awarded contractors will only pickup during times specified by the local government entity.
9. Awarded contractors agree during long holidays, summer breaks, and closures by the governmental entities, that recycle schedules will be stopped and those entities will not be charged by the contractor for pickups.
10. Region 19 and its Purchasing Cooperative members reserves the option to award this contract, "all or none" or by district, whichever is determined to be in the overall best interest of all cooperative members.
11. During the contract term, the awarded contractor or contractors agree to provide these services to other El Paso local, state, and federal governments that become a member of the ESC Region 19 Purchasing Cooperative.
12. The program being submitted by potential awardees must mirror the curbside recycling program (cardboard, paper, mixed paper, junk mail, magazines, newspapers, #1 & #2 plastics, metal, aluminum, at a minimum combined in one container)
13. The awarded contractor or contractors must agree to work with each participating entity it is servicing by providing a quarterly report which includes audit information, recommendations, and an annual report will be submitted to each government entity detailing amount of recyclable materials collected from each government.
14. The intent at this service, based on estimates, is that 35 – 40% of total current waste being delivered to local landfills can be diverted through the recycling program. During the contract period, the contractor will notify each entity in writing if more than 10% of total recyclables picked up are being disposed of through any means (incineration, landfills, or otherwise) other than recycling. Each participating cooperative member will have the option to inspect any materials being rejected for recycling.
15. Awarded vendors agree to have a contact person available to each participating entity to work with each agency to optimize the daily operational features of the program to include but not be limited to best practices, lessening of contamination, and any other problem solving issues.
16. While firm commitments have been given by Region 19, Head Start, El Paso ISD, Socorro ISD, Fabens ISD, Clint ISD, Canutillo ISD, and San Elizario ISD to start the program by September 1, 2007, it is anticipated that other agencies will start the service to comply with the Texas Health and Safety Code.
17. Participating agencies agree there will be a contact person assigned at each pickup point for communications with the awarded contractor or contractors.
18. Certificates of recycling will be provided to each entity on a monthly basis which will include a declaration of total weight recycled for records retention to satisfy State record keeping requirements.
19. Part of this RFP includes a listing of all area school districts along with their main number along with a breakdown of where each district is in relationship to the counties of El Paso and Hudspeth counties. At any time during the contract, each entity has the option to add, delete, or transfer a pickup location in the best interest of that entity.

SPECIAL CONDITIONS-PART 1

20. Failure to provide general liability, auto liability, and workers compensation will be grounds for that vendor being disqualified from doing business under this contract.
21. Due to logistics, vendors should only bid on the portion (government entity) of the contract they can adequately service within the terms of this contract.

Additional Special Conditions- Addendum #1 for RFP #07-6101

1. The vendors will reserve the option to remove a pickup site who repeatedly violates the placement policy outlined in this proposal with items that contaminate approved materials, or places items that cannot be recycled in the recycle containers. These problems must be brought to the attention of the lead person for each recycling cooperative member prior to removal.
2. The awarded vendors will negotiate with individual members on pickup times that are most logistically efficient for the vendors weekly or bi-weekly pickups in conjunction with the customer's hours of operation.
3. Certificates of recycling will be provided to ESC Region 19 on a monthly basis which will include all sites picked up under the terms of this contract that include total amount of weight of combined items recycled to satisfy State compliance with the current recycling laws for Texas governments.
4. **In addition to the environmental and legal requirements being met, the Region 19 Recycling Cooperative is wanting a program that provides a break even point for the contractor at which time, profits from the sale of its recyclables are shared in the form of a rebate for the cooperative overall. This would be one rebate based on overall tonnage recycled and the proceeds would be equitably distributed to each coop member by Region 19 based on the number of sites participating in the program. While all members wish to comply, Ysleta ISD has stipulated that they reserve the option to not participate based on the outcome of responses received. If there would be a difference in the overall program as a result of non participation by this entity, vendors should state in writing on their proposals what the difference would be.**
5. Due to the unknown volume of recycle materials expected from each entity, the cooperative will accept 4 and/or 6 cubic yard containers on this proposal with the option to down grade or upgrade depending on weekly volume of recycled materials.
6. An excel spread sheet is included with the School District name, Campus or location name, phone number, contact person, physical address, and zip code for logistical planning by interested contractors. It is understood by the Recycling cooperative that for logistical purposes and efficiency, the awarded contractor will
7. Lastly, a new response form is provided with this addendum which replaces the original response form for this RFP. Vendors must use the one provided with this addendum for your response.
8. **The Special Conditions in this addendum will over ride any conditions set forth in the original special conditions when applicable.**
9. **It is also understood that this agreement will constitute the contract and Region 19 along with its members will not be signing any other contract documents.**

REVISED RESPONSE FORM (RFP #07-6101)

**All or None (Canutillo, Clint, El Paso, Fabens, Region 19, San Elizario, & Socorro) with Ysleta ISD
(See addendum #2 for all locations)**

Canutillo ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
Clint ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
El Paso ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
Fabens ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
Region 19	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
San Elizario ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
Socorro ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
Socorro ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38
Ysleta ISD	7 day notice Pickup as needed	2 x weekly pickup	Weekly pickup	Bi-weekly pickup
4-cubic yard container	\$19/ pickup	\$77/ month	\$44/ month	\$28
6-cubic yard container	\$19/ pickup	\$112/ month	\$63/ month	\$38

ALL REGION 19 PURCHASING COOPERATIVE MEMBERS IN RECYCLING COOPERATIVE

20 CUBIC YARD ROLL OFF DELIVERED (RECYCLED MATERIALS ONLY)

WEEKLY PRICE INCLUDING DELIVERY AND PICKUP **\$ 130**

MONTHLY PRICE INCLUDING DELIVERY AND PICKUP **\$ 235**

30 CUBIC YARD ROLL OFF DELIVERED (RECYCLED MATERIALS ONLY)

WEEKLY PRICE INCLUDING DELIVERY AND PICKUP **\$ 130**

MONTHLY PRICE INCLUDING DELIVERY AND PICKUP **\$ 235**

40 CUBIC YARD ROLL OFF DELIVERED (RECYCLED MATERIALS ONLY)

WEEKLY PRICE INCLUDING DELIVERY AND PICKUP **\$ 130**

MONTHLY PRICE INCLUDING DELIVERY AND PICKUP **\$ 235**

Provide details below on any rebate programs the Region 19 Recycling Cooperative would receive during the contract term based on recycled tonnage. The rebates would be equitably distributed to the cooperative participants based on number of pickups during the term. The awarded contractor will be responsible for notifying Region 19 during the contract period regarding any sites picked up that containers are not at least 85% full. It is also understood that any extension beyond the six years designated for this contract will be considered when responding to this section regarding the rebate program (Use company letterhead if more room is needed):

Approved by: _____ Date: _____

(Santiago Rodriguez- Region 19 Chair)
(Sonia Eubank – Associate Executive Director)

(AUGUST 9, 2007)
(July 14, 2010)