

EDUCATION SERVICE CENTER REGION 19
RFQ AWARD SUMMARY

RFQ TITLE: Recycling Services - ESC Region 19 Allied States Cooperative
RFQ NUMBER: 13-6960
RFQ OPENING DATE: July 10, 2013
CONTRACT TERM: Date of award until August 31, 2015 with an option to extend 24 month increments not to extend beyond 72 months in the aggregate
(Extended by Region 19 until August 31, 2017)
(Extended by Region 19 until August 31, 2018)
(Extended by Region 19 until August 31, 2019)

FUNDING SOURCE: Various
RFQ's ISSUED: 31
RESPONSES: 2
ADVERTISEMENT DATES: El Paso Times June 14, 2013 & June 21, 2013
BOARD MEETING DATE: August 15, 2013

RECOMMENDED FOR AWARD Friedman Recycling Company

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.*~~ **Rebates Suspended 11/30/2017 Friedman Recycling submitted three(options) which are all being recommended for award so that each agency participating in the county wide program can pick which option is in their best interest. In all instances Friedman Recycling Company pricing was lower priced on all three options submitted.**

SPECIFICATIONS PROVIDED BY: Royce Cleveland
ESC Region 19

EVALUATION COMMITTEE: Royce Cleveland
ESC Region 19

Anneliese Price
ESC Region 19

Martin Camacho
ESC Region 19

ORDER INFORMATION:

Friedman Recycling Company *Rebates Suspended as of 11/30/2017

Attn: ~~Thomas C. King 602-312-6593~~ ~~Michael Filandro Director of Sales (as of 5/2014)~~

~~5835 Wren Avenue~~ ~~3640 W. Lincoln~~

~~El Paso, TX 79924~~ ~~Phoenix, AZ 85009~~

~~915-792-9300~~ ~~Office: 602-386-2105 / Cell: 602-300-1390~~

~~Fax: 915-792-9301~~ ~~Fax: 602-269-7521~~

Attn: David Friedman, CEO (as of 10/08/2018)

Friedman Recycling Companies

3640 W. Lincoln Street

Phoenix, AZ 85009

Direct: (602) 484-4966

www.friedmanrecycling.com / MFilandro@FriedmanRecycling.com / DFriedman@FriedmanRecycling.com

SPECIAL CONDITIONS

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 Allied States 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 routinely or when notified by member.
6. Award basis will be 70% cost and 30% demonstrated ability to perform stated services based on reference checks and past performance.
7. All dumpsters will have slant tops with plastic lids unless otherwise specified in response.
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 ASC 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. If vendor wishes to extend this contract to other governments in other states including but not limited to New Mexico and Arizona, they should qualify their proposals to include this stipulation at the time of submittal.
12. The program being submitted by potential awardees must mirror the curbside recycling program (cardboard, paper, mixed paper, junk mail, magazines, newspapers, #1,#2, and #3 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. Annual tonnage is provided by entity currently participating in the existing contract.
17. Participating agencies agree there will be a contact person assigned at each pickup point for communications with the awarded contractor or contractors.
18. Tonnage reports will be reported monthly to each participating ASC member by the awarded contractor. Each ASC member agrees to designate a contact person responsible for this reporting.
19. Part of this RFP includes a listing of all participating governments and agencies. Depending on circumstances, services may be increased or decreased without cause.
20. Failure to maintain general liability, auto liability, and workers compensation during the contract period 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.
22. Each R19 ASC member will be responsible for communicating and working with the awarded contractor to designate the specific place where recycling containers will be placed for safety and security reasons.
23. While bottled plastic milk containers are considered recyclable, plastic wax individual milk cartons will not be part of this contract, unless it becomes acceptable at a later date.
24. Each R19 ASC member will be responsible for designating one individual who can make decisions on behalf of all sites, even though each site may have a contact person.
25. While 24 hour notice for 4 or 6 cubic yard recyclable container pickup would be nice, to keep the cost of the program to a minimum, any verbal, phone, fax, email, or mailed notifications will only be responded given 7 calendar days notification.

SPECIAL CONDITIONS

26. In the event that a recycle bin is contaminated with non-recyclable materials, it will be the responsibility of the campus or district to pay for the cleanup. Vendors will be asked to submit a price for cleanup of each recycle bin knowing in advance that it will be removed, replaced, and cleaned off premises. Region 19 ASC members will have the option to perform the cleaning internally. Vendors will provide this cost on their proposal submissions.
27. The intent is to award this contract on an all or none basis; however, if circumstances do not enable one vendor to cover all areas, a multiple award would have to be negotiated in the best interest of the ESC Region 19 ASC.
28. Confidential records should be shredded with a State of Texas approved shredding method by the coop members before being placed in recycle containers; under no circumstances will any of the ESC-Region 19 ASC members participating in this agreement hold any of the awarded contractors responsible for any records (confidential or not) that may be placed in the recycle containers.
29. 6" lettering will be placed in one location at the front of each bin identifying the bin with "Recyclables Materials Only-No Trash".
30. Regular pickup times will be during normal hours of operation from 7:30 AM until 4:00 PM. Some schools may elect a time that is at earlier than 4:00 PM depending on whether or not they are elementary or pre-schools
31. 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.
32. 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.
33. Certificates of recycling and tonnage reports 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.
34. **In addition to the environmental and legal requirements being met, the Region 19 ASC Recycling Program is wanting a program that provides a breakeven 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. These rebates could be distributed through the use of credit memos submitted off regular invoicing, but still must be auditable by the individual members.**
35. 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.
36. **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.**

******Price Increase Effective April 5, 2015******

Awarded Vendor – Friedman Recycling Company *Suspended as of November 30, 2017

| ASC MEMBER | ANNUAL RECYCLED TONNAGE | # OF BILLING SITES | 3 YD | 4 YD | 6YD | 8 YD | 20 YD | 30 YD | 40 YD | OTHER |
|-------------------------------|-------------------------|--------------------|------|----------|-----------|------|-------|---------|--------|-------|
| SOCORRO ISD | 713 | 47 | | 1 | 46 | | | | | |
| EL PASO ISD | 1588 | 109 | | 8 | 92 | 1 | | | | |
| CLINT ISD | 131 | 22 | | 10 | 15 | | | | | |
| REGION 19 ESC | 7 | 1 | | 1 | | | | | | |
| HEAD START | 22 | 3 | | | | | | 2 | 1 | |
| YSLETA ISD | 543 | 69 | | 55 | 10 | | | | | |
| SAN ELIZARIO ISD | 52 | 9 | | 2 | 7 | | | | | |
| FABENS ISD | 55 | 8 | | 1 | 8 | | | | | |
| CANUTILLO ISD | 56 | 10 | | 1 | 9 | | | | | |
| CITY OF SOCORRO | 47 | 1 | | | 6 | | | | | |
| EPCC ADM. SERVICE CENTER | 19 | 1 | | 1 | 1 | | | | | |
| EPCC VALLE VERDE CAMPUS | 63 | 1 | | | 3 | | | | | |
| EPCC TRANS-MOUNTAIN | 33 | 1 | | | 1 | | | 1 | | |
| OUR LADY OF ASSUMPTION SCHOOL | 3 | 1 | | 1 | | | | | | |
| ST. JOSEPH SCHOOL | 3 | 1 | | | 1 | | | | | |
| TOTALS | 3,335 TONS | | | 80 UNITS | 199 UNITS | | | 3 UNITS | 1 UNIT | |

Friedman Recycling Company - Proposal A

| PRICING | 3 YD | 4 YD | 6YD | 8 YD | 20 YD | 30 YD | 40 YD | New Delivery |
|-----------------------------------|-------------------------------|-------------------------------|----------------------|-------------------------------|----------------------|----------------------|----------------------|-------------------------------|
| 24-HOUR PICKUP NOTICE COST | \$65.00 \$67.60 | \$65.00 \$67.60 | \$65.00 \$67.60 | \$65.00 \$67.60 | \$145.00 \$150.80 | \$145.00 \$150.80 | \$145.00 \$150.80 | N/R |
| 1 X WEEK PICKUP COST | \$23.38 \$24.32 | \$31.18 \$32.43 | \$46.76 \$48.63 | \$62.35 \$64.84 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| 2 X WEEK PICKUP COST | \$46.76 \$48.63 | \$62.35 \$64.84 | \$93.53 \$97.27 | \$124.7 \$129.69 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| 3 X WEEK PICKUP COST | \$70.15 \$72.96 | \$93.53 \$97.27 | \$140.29 \$145.90 | \$187.06 \$194.54 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| | Per Haul | | | | | | | |

Friedman Recycling Company - Proposal B *Rebates Suspended 11/30/2017

| PRICING | 3 YD | 4 YD | 6YD | 8 YD | 20 YD | 30 YD | 40 YD | New Delivery |
|-----------------------------------|--------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--------------------|
| 24-HOUR PICKUP NOTICE COST | \$65.00 \$67.60 | \$65.00 \$67.60 | \$65.00 \$67.60 | \$65.00 \$67.60 | \$145.00 \$150.80 | \$145.00 \$150.80 | \$145.00 \$150.80 | N/R |
| 1 X WEEK PICKUP COST | \$25.07 \$26.07 | \$33.43 \$34.57 | \$50.14 \$52.15 | \$66.86 \$69.53 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| 2 X WEEK PICKUP COST | \$50.14 \$52.15 | \$66.86 \$69.53 | \$100.28 \$104.29 | \$133.71 \$139.06 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| 3 X WEEK PICKUP COST | \$75.21 \$78.22 | \$100.28 \$104.29 | \$150.42 \$156.44 | \$200.57 \$208.59 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| | Per Haul | | | | | | | |

Friedman Recycling Company - Proposal C * Rebates Suspended 11/30/2017

| PRICING | 3 YD | 4 YD | 6YD | 8 YD | 20 YD | 30 YD | 40 YD | New Delivery |
|-----------------------------------|-------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--------------------|
| 24-HOUR PICKUP NOTICE COST | \$65.00 \$67.60 | \$65.00 \$67.60 | \$65.00 \$67.60 | \$65.00 \$67.60 | \$145.00 \$150.80 | \$145.00 \$150.80 | \$145.00 \$150.80 | N/R |
| 1 X WEEK PICKUP COST | \$26.24 \$27.29 | \$34.99 \$36.39 | \$52.48 \$54.58 | \$69.97 \$72.77 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| 2 X WEEK PICKUP COST | \$52.48 \$54.58 | \$69.97 \$72.77 | \$104.96 \$109.16 | \$139.95 \$145.55 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| 3 X WEEK PICKUP COST | \$78.72 \$81.87 | \$104.96 \$109.16 | \$157.44 \$163.74 | \$209.92 \$218.32 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$136.00 \$141.44 | \$35.00 \$36.40 |
| | Per Haul | | | | | | | |

******Price Increase Effective April 5, 2015******

Friedman Recycling Company - Proposal A

REVENUE SHARING PROGRAM

| <u>PUBLISHED INDEX PRICE (OCC #11)</u> | <u>MONTHLY REBATE/CREDIT TO ESC-R19 MEMBER</u> |
|--|--|
| \$0-\$75/ TON | \$0 |
| \$76-\$100/ TON | \$5.00 |
| \$101-\$125/ TON | \$10.00 |
| \$126-\$150/ TON | \$20.00 |
| \$151-GREATER | \$35.00 |

REBATES/ CREDIT MEMOS

Vendor to provide any other value added services it wishes to qualify or provide if awarded this contract in space below including any other services not referenced;

FRC will provide Region 19 with a quarterly "Eco-Report" that shows environmental impact if so desired.

FRC will provide Region 19 with customized reporting based on needs of the organization.

FRC's Director of Sales will personally oversee the Region 19 account. In addition, the DOS will work with Region 19 to help determine possible additions to the recyclable waste stream.

FRC will provide the main Region 19 office with (1) annual Roll-Off container for the purge of large bulk trash items at no charge.

FRC will provide the main Region 19 office with an appropriate number of 96 gallon containers for the internal collection of recyclable materials at no charge for the term of the contract.

Removal, replacement and cleaning of recycling containers that have been contaminated by Region 19 ASC members will be \$85.00 per event.

Please provide details on any other states this contract could be utilized in compliance with local, state or federal recycling requirement:

Arizona - in current service areas with agreement by both FRC and Region 19.

New Mexico - in current service areas with agreement by both FRC and Region 19.

Friedman Recycling Company - Proposal B * Rebates Suspended

11/30/2017

REVENUE SHARING PROGRAM

| <u>PUBLISHED INDEX PRICE (OCC #11)</u> | <u>MONTHLY REBATE/CREDIT TO ESC-R19 MEMBER</u> |
|--|--|
| \$0-\$75/ TON | \$0 |
| \$76-\$100/ TON | \$10.00 |
| \$101-\$125/ TON | \$20.00 |
| \$126-\$150/ TON | \$40.00 |
| \$151-GREATER | \$55.00 |

REBATES/ CREDIT MEMOS

Vendor to provide any other value added services it wishes to qualify or provide if awarded this contract in space below including any other services not referenced;

FRC will provide Region 19 with a quarterly "Eco-Report" that shows environmental impact if so desired.

FRC will provide Region 19 with customized reporting based on needs of the organization.

FRC's Director of Sales will personally oversee the Region 19 account. In addition, the DOS will work with Region 19 to help determine possible additions to the recyclable waste stream.

FRC will provide the main Region 19 office with (1) annual Roll-Off container for the purge of large bulk trash items at no charge.

FRC will provide the main Region 19 office with an appropriate number of 96 gallon containers for the internal collection of recyclable materials at no charge for the term of the contract.

Removal, replacement and cleaning of recycling containers that have been contaminated by Region 19 ASC members will be \$65.00 per event.

Please provide details on any other states this contract could be utilized in compliance with local, state or federal recycling requirement:

Arizona - in current service areas with agreement by both FRC and Region 19.

New Mexico - in current service areas with agreement by both FRC and Region 19.

REVENUE SHARING PROGRAM

| <u>PUBLISHED INDEX PRICE (OCC #11)</u> | <u>MONTHLY REBATE/CREDIT TO ESC-R19 MEMBER</u> |
|--|--|
| \$0-\$75/TON | \$0 |
| \$76-\$100/TON | \$12.50 |
| \$101-\$125/TON | \$22.50 |
| \$126-\$150/TON | \$45.00 |
| \$151-GREATER | \$57.50 |

REBATES/ CREDIT MEMOS

~~Vendor to provide any other value added services it wishes to qualify or provide if awarded this contract in space below including any other services not referenced;~~

~~FRC will provide Region 19 with a quarterly "Eco-Report" that shows environmental impact if so desired.~~

~~FRC will provide Region 19 with customized reporting based on needs of the organization.~~

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~~Removal, replacement and cleaning of recycling containers that have been contaminated by Region 19 ASC members will be \$65.00 per event.~~

~~Please provide details on any other states this contract could be utilized in compliance with local, state or federal recycling requirement:~~

~~Arizona – in current service areas with agreement by both FRC and Region 19.~~

~~New Mexico – in current service areas with agreement by both FRC and Region 19.~~

~~Friedman Recycling understands the financial pressure currently on public entities, therefore (3) pricing proposals with different balance of service rates and participation in the rewards of the commodity market. These options will allow Cooperative members to choose the right mix of predictable service prices and potential for higher financial returns on recyclable materials.~~

Vendor willing to agree to service other Cooperative Members

******Price Increase Effective April 5, 2015******

Approved by: _____
(James R. Vasquez- Executive Director)
(Armando Aguirre – Executive Director)
(Armando Aguirre – Executive Director)
(Armando Aguirre- Executive Director)

Date: _____
(August 12, 2013)
(July 1, 2015)
(June 28, 2017)
(June 20, 2018)