



**Board Meeting Date:** 7/17/2023

**Title:** Waste and Recycling Services Contract

**Type:** Consent

**Presenter(s):** Mert Woodard, Director, Business Services

**Description:** The District and its purchasing agent solicited requests for quotes for the District's waste and recycling services contract. The District's current provider has demonstrated acceptable performance and service levels and has also agreed to annual rate increases of no more than 5% in each year of the contract, which is in-line with other providers.

**Recommendation:** Award the District's waste and recycling services contract for fiscal year 2024 and fiscal year 2025, with the option of two additional years if the District agrees, to Waste Management, and authorize the Director of Business Services to execute all necessary agreements to put the agreement into effect.

**Desired Outcomes from the Board:** Compliance with District Policy 707

**Attachments:**

1. RFQ – Waste/Recycling Services



## REQUEST FOR QUOTE: WASTE/RECYCLING SERVICES

### Request and Opportunity Overview

Edina Public Schools (ISD #273) (District) is seeking proposals for Waste and Recycling Services for the district's eight (10) sites.

### Contract Term

The initial term is for two years, with two (2) additional one-year district-option renewal years, for a potential total term of four years.

### Submission Process

- Review the Terms and Conditions and Specifications sections to confirm eligibility
- Review all data provided within this document:
  - Terms and Conditions
  - Detailed Specifications for The District – Waste/Recycling (2023)
- Additional questions can be submitted via email to [krates@catapultsourcing.com](mailto:krates@catapultsourcing.com)
  - All questions will be consolidated and reviewed with the Facilities department.
    - Feedback will be provided to all participants via email.
  - **The deadline for question submission will be on June 14, 2023, at 5:00 PM (CST)**
- Proposals should include:
  - Electronically completed Quote Worksheet (included in this packet)
    - Please use fees based on the determinant variables of October.
    - No attachments or links in worksheet fields
  - A copy of your current Certificate of Insurance
  - You may also submit additional information about your organization, proposed items, etc. with your worksheet

### Submission Timeline

Process Step	Date
<i>Documentation available</i>	<b>6/6/2023</b>
<i>Deadline to submit questions</i>	<b>6/14/2023</b>
<i>Feedback (from questions addendum) returned to participants</i>	<b>6/16/2023</b>
<b>Proposals Due</b>	<b>6/23/2023</b>
<i>Selection Announced (no later than)</i>	<b>7/15/2023</b>
<i>Contract/Service start</i>	<b>8/1/2023</b>

### Selection Criteria

Criteria
Price/cost competitiveness of proposal – in initial term and option terms.
Ability to meet specification details described in documents
Reputation and experience of vendor in the industry
References
Safe and compliant final disposal of the district's waste and recycling
Any other factors which are pertinent as may be determined by Owner (district)

## Terms and Conditions

- A. Eligibility & Compliance with Federal and State Law - Vendor must assure District that they have complied with all applicable Federal and State laws, regulations and rules.
- B. Invitation: The invitation to quote, which is attached hereto, and everything contained therein is adopted by reference and made part of these specifications and conditions.
- C. Contract Duration and Options: Contract term is for two (2) years, effective August 1<sup>st</sup>, 2023, through July 31<sup>st</sup>, 2025. The District reserves the right to renew the contract for two additional one-year terms. Contract term is stated as 2+1+1 with the final renewal contract period being August 1<sup>st</sup>, 2025, through July 31<sup>st</sup>, 2027. Unless stated otherwise elsewhere in the specifications, no renewal or extension can be made by the District unless the original terms of the contract remain the same during the renewal or extension period. This contract also includes a thirty (30) day notice of cancellation if District's standards are not met.
- D. General Criteria for Award: After taking into consideration conformity with the specifications, timelines and other conditions imposed in the call for proposals, an award shall be made to the lowest responsible vendor.
- E. Writing: Within ten days of the award, persons having authority to contract for the parties shall duly execute a formal contract covering the subject matter of the proposal.
- F. Form of Proposals: The proposal must be submitted on the form prescribed by the District, a sample of which is contained in these specifications.
- G. Vendor Qualifications: The District reserves the right to refuse to consider the proposal of a vendor who is not known to be reliable, skilled, and regularly engaged in providing the service and/or goods described in the request. In addition, the District may require of any vendor to provide evidence satisfactory to the District, of the vendor's financial responsibility, and ability to efficiently, economically and satisfactorily perform the services and/or deliver the goods required by the District.
- H. Rejection of Proposal: In addition to grounds for rejection stated elsewhere in law, or in these specifications and conditions, the District may reject a proposal if:
  - 1) The vendor fails to provide reasonable evidence reasonably requested pursuant to G.
  - 2) The vendor misstates or conceals any material fact in their proposal.
  - 3) The proposal submitted is conditional.
- I. Alterations and Erasures: A proposal containing an alteration or erasure of any price contained in the proposed quote, which is used in determining the lowest responsible quote shall be rejected unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the proposal.
- J. Identical low Proposals: In the case of identical low proposals from two or more vendors, the Board may at its discretion utilize negotiated procurement methods with the tied low vendors with lowest proposals for that particular transaction, so long as the price paid does not exceed the original proposal.
- K. Single Quote: In the case where only a single proposal is received, the Board may, at its discretion, negotiate a mutually agreeable contract with the vendor so long as the price paid does not exceed the original proposed quote.
- L. Withdrawal and Award Deadlines: No vendor may withdraw his/her proposal within 60 days after the date of opening. The District may elect to take up to 60 days to decide which vendor is to receive the award.
- M. Award Options: District reserves the right to:
  - 1) Award this contract in part or whole to a single vendor
  - 2) Reject any or all quotes/proposals.
  - 3) Award contract based on the investigation of vendors, as well as acceptance of alternates, all of which the Owner deems to be in their best interest.
  - 4) Waive informalities or minor irregularities in proposals and waive minor irregularities or discrepancies in RFP procedure.
  - 5) Cancel a contract entered in to with the successful vendor at any time, upon 30 days' written notice, if the District's standards are not met.
  - 6) the District is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
  - 7) The District, in determining the lowest responsible vendor, will consider in addition to the RFP process, the quality, suitability and adaptability of the item(s) to be purchased for the use for which it is intended.
  - 8) Trade-in policy and allowances will be considered where appropriate.
- N. Collusion: Conspiracy between vendors is cause for rejection of all proposals of the vendors thus involved.
- O. Requirements for onsite service providers: Vendor employees and contractors who will be providing services on District premises must have been subject to a state and federal criminal background check and drug/chemical screening within the past 18 months.

**Terms and Conditions (cont'd)**

- P. **Insurance Requirements:** You may be required to provide proof of insurance as requested by District. Coverage levels described below should be considered MINIMUM requirements.

Insurance	Description	Coverage	Aggregate
Worker's Compensation	State Statutory Employer's Liability	\$500,000	n/a
Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage)	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
Blanket Contractual Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
	Personal Injury, with Employment Exclusion Deleted	\$1,000,000 each occurrence	\$2,000,000 aggregate
Comprehensive Automobile Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate

- Q. **Non-Waiver of Specifications and Conditions:** Failure or neglect of the District to require compliance with any term, condition, or specification of the quoting shall not be deemed a waiver of the same.
- R. **Terms of Payment:** Payments will be according to Minnesota Statute 471.425, currently providing for payment within 35 days after receipt of the merchandise or the invoice, whichever comes latest. Nothing in the vendor's proposal, quote, contract, or invoice will override this provision.
- S. **Prompt Payment to Subcontractors:** Contract to comply with 2006 Minnesota Statute, Chapter 471.425 regarding "Prompt Payment to Subcontractors" or the specification whichever is most stringent. 471.425 requires the prime contractor to pay any subcontractor or supplier within 10 days of the prime contractor's receipt of payment from the municipality for undisputed services or supplies provided by the subcontractor or supplier. Refer to the statute for additional information.
- T. **Taxes:** No direct charge may be made for federal, state or municipal sales and excise taxes, for which Independent School District is exempt. The quote price shall not include the amount of any such tax. The vendor shall pay all taxes imposed on any and all goods and/or services used so that there will be no liability on the part of the Owner for any type of tax assessed thereon.
  - Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Sub 1, Para. (J).
  - Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by successful vendor(s) to reclaim such charges.
- U. **Confidentiality:** All documents, materials and information supplied to the School District are subject to the Minnesota government data practice act.

## General Specifications

<b>Scope of Work</b>	<ul style="list-style-type: none"> <li>The successful contractor will safely manage waste/recycling services in the intervals and specifications as described in this document <b>*Service requirements are subject to change through the life of the agreement</b></li> </ul>
<b>Container Types</b>	<ul style="list-style-type: none"> <li>Please note in the specifications sections sites that require specific container types (ex. low profile)</li> </ul>
<b>Customer Service</b>	<ul style="list-style-type: none"> <li>A named account executive, with direct contact information, should be assigned to the district.</li> </ul>
<b>Documentation</b>	<ul style="list-style-type: none"> <li>Service providers must provide the district a document listing the final disposal location of all waste, recycling, and organics/compost.</li> <li>Service providers must provide the district proof of insurance at-or-above minimum levels documented in the terms-and-conditions. (pages 2-3)</li> </ul>
<b>Invoicing</b>	<ul style="list-style-type: none"> <li>A consolidated invoice should be sent to the district office monthly.                             <ul style="list-style-type: none"> <li>Each site must be itemized separately.</li> <li>Each invoice must include the School District's purchase order number.</li> </ul> </li> <li>Payments will be Net 35. Invoices are to be sent to the district business office:                             <div style="text-align: center; margin-top: 10px;"> <p><b>Edina Public Schools</b>  <b>Independent School District No. 273</b>  <b>5701 Normandale Road, Suite 339</b>  <b>Edina, MN 55424</b></p> </div> </li> </ul>

## Operational Specifications

<b>Liability</b>	<ul style="list-style-type: none"> <li>Vendor will be responsible for damages DIRECTLY caused by employees, equipment, personnel</li> </ul>
<b>Service Failure</b>	<ul style="list-style-type: none"> <li>It is important that the district receives consistent service to all locations, missed/skipped pickups should only occur under specific circumstances.</li> <li>In the instance that service cannot be provided due to obstructed access – the following process will be followed by the Vendor and District:                             <ol style="list-style-type: none"> <li>The vendor will contact via phone the contact for the site.</li> <li>The site contract will have 30 minutes to remedy the situation</li> <li>Upon the driver's return, if the site has failed to remedy, the vendor should document the issue, including a picture of the obstruction and time stamp, and submit notification to the district Facilities Department within 24-hours of the occurrence.</li> </ol> </li> </ul>

## Service Specification (Current Containers and Frequency)

### Waste

Site	Container Size	Quantity	Container Type	In-Session Service Frequency (weekly)	Out-Session Service Frequency (weekly)
Concord Elementary	6-yd	1		5x	3x
Cornelia Elementary	6-yd	1		3x	2x
Countryside Elementary	6-yd	1		3x	No Service
Creek Valley Elementary	6-yd	1	Slant - 4 lids	3x	1x
Edina Transportation Center	3-yd	1		2x	On Call
Edina Community Center	8-yd	1	Dock Style	6x	3x
Edina High School	8-yd	3	Dock style	5x	3x
Highlands Elementary	6-yd	1		2x	1x
South View Middle	8-yd	1		5x	5x
Valley View Middle	8-yd	1	Dock Style	5x	1x

### Recycling (Single Sort)

Site	Container Size	Quantity	Container Type	In-Session Service Frequency (weekly)	Out-Session Service Frequency (weekly)
Concord Elementary	6-yd	1		2x	2x
Cornelia Elementary	6-yd	1		1x	1x
Countryside Elementary	6-yd	1		2x	No Service
Creek Valley Elementary	6-yd	1	Slant - 4 lids	1x	0.5x
Edina Transportation Center	2-yd	1		0.5x	On Call
Edina Community Center	8-yd	1	Dock Style	3x	1x
Edina High School	8-yd	1	Dock style	2x	1x
Highlands Elementary	6-yd	1		1x	0.5x
South View Middle	8-yd	1		3x	2x
Valley View Middle	8-yd	1	Dock Style	2x	On Call

### Organics

Site	Container Size	Quantity	Container Type	In-Session Service Frequency (weekly)	Out-Session Service Frequency (weekly)
Concord Elementary	2-yd	1		1x	On Call
Cornelia Elementary	2-yd	1		On Call	On Call
Countryside Elementary	2-yd	1		1x	No Service
Creek Valley Elementary	2-yd	1		On Call	On Call
Edina Community Center	2-yd	1		2x	1x
Edina High School	4-yd	1		1x	On Call
Highlands Elementary	2-yd	1		1x	On Call
South View Middle	2-yd	1		2x	On Call
Valley View Middle	2-yd	1		2x	On Call

## Quote Worksheet

### Your Company Information

<b>Company Name</b>	Waste Management WI/MN	<b>Contact Name</b>	Jayme Monson
<b>Address</b>	1901 Ames Dr	<b>City</b>	Burnsville
<b>State</b>	MN	<b>Zip</b>	55306

### References

	Organization	Contact Name	Contact Phone	Contact Email
#1	St Olaf College	Brian Ims	507-301-8619	<a href="mailto:ims1@stolaf.edu">ims1@stolaf.edu</a>
#2	Shakopee Schools	Ed Zeimet	952-496-5046	<a href="mailto:ezeimet@shakopee.k12.mn.us">ezeimet@shakopee.k12.mn.us</a>

### Qualifications Checklist

Do you agree with the District Terms, conditions, specifications, & requirements as described in this RFP [Y/N]?	Y
Are you authorized to do business with Minnesota public schools? [Y/N]?	Y
Did you include a copy of your certificate of insurance and a draft of your agreement [Y/N]?	Y

### Questions

Question/Data Point	Your Response
Please provide the name of the account manager that will be assigned to the district.	Jayme Monson
How do you define 'contamination' for recycling?	Trash, plastic bags, food waste
Describe how you communicate contamination occurrences for recycling?	An automated email with photo/video
Do you assess a fee for contamination?	Yes
What is the fee for contamination in the recycling?	\$12.00/yard – based on container size
When/how is that fee assessed?	Monthly Invoice
Do you accept Credit Card Payment at <b>NO</b> additional fee?	Yes
If "NO", state the fee charged OR 'n/a' if credit card payment is not available.	

## Service Pricing (In-Session)

### Waste

Location - Site	Size	Qty	Freq.	Monthly Service Fee	On Call Charge
Concord Elementary	6-yd	1	5x	500.16	50.00
Cornelia Elementary	6-yd	1	3x	300.07	50.00
Countryside Elementary	6-yd	1	3x	300.07	50.00
Creek Valley Elementary	6-yd	1	3x	300.07	50.00
Edina Transportation Center	3-yd	1	2x	100.02	50.00
Edina Community Center	8-yd	1	5x	666.82	50.00
Edina High School	8-yd	3	5x	2000.46	50.00
Highlands Elementary	6-yd	1	2x	200.05	50.00
South View Middle	8-yd	1	5x	666.82	50.00
Valley View Middle	8-yd	1	5x	666.82	50.00

### Recycling (Single Sort)

Location - Site	Size	Qty	Freq.	Service Charge	On Call Charge
Concord Elementary	6-yd	1	2x	200.05	50.00
Cornelia Elementary	6-yd	1	1x	100.02	50.00
Countryside Elementary	6-yd	1	2x	200.05	50.00
Creek Valley Elementary	6-yd	1	1x	100.02	50.00
Edina Transportation Center	2-yd	1	0.5x	37.14	50.00
Edina Community Center	8-yd	1	3x	400.09	50.00
Edina High School	8-yd	1	2x	266.73	50.00
Highlands Elementary	6-yd	1	1x	100.02	50.00
South View Middle	8-yd	1	3x	400.09	50.00
Valley View Middle	8-yd	1	2x	266.73	50.00

### Organics

Location - Site	Size	Qty	Freq.	Service Charge	On Call Charge
Concord Elementary	2-yd	1	1x	33.34	50.00
Cornelia Elementary	2-yd	1	On Call	NA	50.00
Countryside Elementary	2-yd	1	1x	33.34	50.00
Creek Valley Elementary	2-yd	1	On Call	NA	50.00
Edina Community Center	2-yd	1	2x	66.68	50.00
Edina High School	4-yd	1	1x	66.68	50.00
Highlands Elementary	2-yd	1	1x	33.34	50.00
South View Middle	2-yd	1	2x	66.68	50.00
Valley View Middle	2-yd	1	2x	66.68	50.00

### Roll of Services as Needed

Description	Delivery Fee	Rental Fee	Monthly Removal Fee	Disposal Fee
10-Yard	105.00	NA	275.00	75.00/TON
12-Yard	NA	NA	NA	NA
15-Yard	105.00	NA	275.00	75.00/TON
20-Yard	105.00	NA	275.00	75.00/TON
30-Yard	105.00	NA	275.00	75.00/TON
40-Yard	NA	NA	NA	NA



## Service Pricing (Out-of-Session)

### Waste

Location - Site	Size	Qty	Freq.	Monthly Service Fee	On Call Charge
Concord Elementary	6-yd	1	3x	300.07	50.00
Cornelia Elementary	6-yd	1	2x	200.05	50.00
Countryside Elementary	6-yd	1	No Service	NA	NA
Creek Valley Elementary	6-yd	1	1x	100.02	50.00
Edina Transportation Center	3-yd	1	On Call	NA	50.00
Edina Community Center	8-yd	1	3x	400.09	50.00
Edina High School	8-yd	3	3x	1200.28	50.00
Highlands Elementary	6-yd	1	1x	100.02	50.00
South View Middle	8-yd	1	5x	666.82	50.00
Valley View Middle	8-yd	1	1x	133.36	50.00

### Recycling (Single Sort)

Location - Site	Size	Qty	Freq.	Service Charge	On Call Charge
Concord Elementary	6-yd	1	2x	200.05	50.00
Cornelia Elementary	6-yd	1	1x	100.02	50.00
Countryside Elementary	6-yd	1	No Service	NA	NA
Creek Valley Elementary	6-yd	1	0.5x	50.01	50.00
Edina Transportation Center	2-yd	1	On Call	NA	50.00
Edina Community Center	8-yd	1	1x	133.36	50.00
Edina High School	8-yd	1	1x	133.36	50.00
Highlands Elementary	6-yd	1	0.5x	50.01	50.00
South View Middle	8-yd	1	2x	266.73	50.00
Valley View Middle	8-yd	1	On Call	NA	50.00

### Organics

Location - Site	Size	Qty	Freq.	Service Charge	On Call Charge
Concord Elementary	2-yd	1	On Call	NA	50.00
Cornelia Elementary	2-yd	1	On Call	NA	50.00
Countryside Elementary	2-yd	1	No Service	NA	NA
Creek Valley Elementary	2-yd	1	On Call	NA	50.00
Edina Community Center	2-yd	1	1x	33.34	50.00
Edina High School	4-yd	1	On Call	NA	50.00
Highlands Elementary	2-yd	1	On Call	NA	50.00
South View Middle	2-yd	1	On Call	NA	50.00
Valley View Middle	2-yd	1	On Call	NA	50.00

## Surcharges

Question/Data Point	Your Response
Do you assess an additional FUEL SURCHARGE?	NOT TO EDINA SCHOOLS
IF YES, is your Fuel Surcharge FIXED or VARIABLE? IF VARIABLE, describe the basis for this charge (how it is determined)	
What is your FUEL SURCHARGE (%) as of May 31st?	NA
Do you assess an ENVIRONMENTAL SURCHARGE or alike in your proposal?	NO
IF YES, is your Environmental Surcharge FIXED or VARIABLE? IF VARIABLE, describe the basis for this charge (how it is determined)	
What is your ENVIRONMENTAL SURCHARGE (%) as of May 31st, 2023?	NA

## Additional Fees

Please describe any other potential charges or fees the district could be invoiced

Fee Description	Amount	U/M

*Any fees not disclosed here will NOT be paid by the district without prior approval from the district*

## Rate Changes (increases) Years 2, 3, 4

Description	Proposed Rate Increase (%)
Year 2	<b>5%</b>
Year 3	<b>5%</b>
Year 4	<b>5%</b>

**Final Disposal Site**

Please describe the final disposal site in which you plan to haul the district's waste, recycling, and organics to.

Type	Site Name	Site Address	Site County
Waste	Burnsville Landfill	2650 Cliff Rd W Burnsville, MN 5537	Dakota
Recycling	Richards Transfer Station	12095 Yosemite Ave S Savage, MN 55378	Scott
Organics	SET/The Mulch Store	16454 Blaine Ave E Rosemount, MN 55068	Dakota

**Notes, etc.**

Please describe any other data you feel is important for the district to know.

Notes