

**INDEPENDENT SCHOOL DISTRICT 834  
STILLWATER AREA PUBLIC SCHOOLS**



**REQUEST FOR PROPOSALS (RFP)  
FOR MUNICIPAL SOLID WASTE & SINGLE STREAM RECYCLING SERVICES**

**RFP Issue Date: April 19, 2023**

**Deadline to Submit Proposals: June 2, 2023, at 2:00 p.m.**

Proposers are required to attend a pre-proposal meeting on:

April 24, 2023, at 1:00 p.m. to 3:30 p.m.

**To submit a proposal, attendance at this meeting is mandatory.**

To attend this meeting, RSVP no later than April 21, 2023, to Jodi Taitt at [jodi@ecoconsilium.com](mailto:jodi@ecoconsilium.com)

The pre-proposal meeting will be held at:

Stillwater Area Public Schools Central Services Building, Room A & B, 1875 Greeley Street South, Stillwater, MN 55082

## ***Joint Procurement Process***

North St. Paul – Maplewood – Oakdale Area Public Schools (ISD 622), Stillwater Area Public Schools (ISD 834), and Mahtomedi Public Schools (ISD 832) have embarked on a joint procurement process to solicit proposals from qualified proposers to identify, select, and contract with a firm(s) to provide the school districts:

1. Hauling and disposal of municipal solid waste (MSW);
2. Collection, transportation, and marketing of source separated recyclable materials in a single stream recycling system (SSR); and
3. Collection, transportation, and composting of source separated organics (SSO) for ISD 622 and ISD 832.

Stillwater Area Public Schools currently operates a district-wide food and beverage waste collection system. This is a mature Food-to-Hogs Program that has been operating for over 15 years. ISD 834 does not require source-separated organics services.

The joint procurement process consists of:

1. Issuing three Request for Proposals, one for each school district.
2. Conducting one pre-proposal meeting where attendance by potential proposers is mandatory.
3. Executing three separate contracts, one for each school district.

### Contract Terms

By requesting competitive proposals from qualified firms, the intent of the RFPs is to improve the services performed and to enhance the cost-effectiveness of the existing waste, recycling, and organics programs for the school districts. It is anticipated that the terms of the three contracts to be awarded as a result of this joint procurement process will be:

1. **ISD 622**: three (3) years with the option for one (1) three (3)-year extension; a potential maximum term of six (6) years.
2. **ISD 832**: three (3) years with the option for one (1) three (3)-year extension; a potential maximum term of six (6) years.
3. **ISD 834**: three (3) years with the option for two (2) one (1)-year extensions; a potential maximum term of five (5) years.

## ***Schedule of Events***

The joint procurement process will be conducted according to the following schedule of events. At the discretion of the three (3) school districts, this schedule is subject to change.

### **RFP SCHEDULE**

<b>Date</b>	<b>Event</b>
4/19/23	School Districts issue three (3) Requests for Proposals
4/21/23 at 4:00 p.m.	Deadline to contact Jodi Taitt at 763-504-2445 or <a href="mailto:jodi@ecoconsilium.com">jodi@ecoconsilium.com</a> to make reservations to attend Pre-Proposal Meeting
4/24/23 From 1:00 to 3:30 p.m.	Pre-Proposal Meeting Stillwater Area Public Schools Central Services Building, Room A & B 1875 Greeley Street South, Stillwater MN 55082
5/5/23 at 4:00 p.m.	Questions in writing due from Pre-Proposal Meeting attendees for three (3) RFPs
5/19/23	Responses in writing due from School Districts for three (3) RFPs and final RFP Addenda, if needed
6/2/23	<u>Deadlines to submit proposals:</u> 12:00 p.m. – North St. Paul–Maplewood–Oakdale Area Public Schools 1:00 p.m. – Mahtomedi Public Schools 2:00 p.m. – Stillwater Area Public Schools
6/5/23 to 6/23/23	Evaluation of proposals including interviews and site visits, if necessary
June to July 2023	Contract recommendations prepared for three (3) School Boards to review
	Three (3) School Boards approve their respective contracts
	Three (3) School Districts award their respective contracts
8/1/23 to 12/1/23	Terms start for three (3) contracts after a transition period for new collection equipment to be placed district-wide

**Stillwater Area Public Schools (ISD 834)**

**Request for Proposals for  
Municipal Solid Waste & Single Stream Recycling Services**

**TABLE OF CONTENTS**

**SECTION I. RFP OVERVIEW..... 5**

    Description of Stillwater Area Public Schools..... 5

    State and County Government Directives..... 5

    Current ISD 834 Solid Waste Management Program..... 5

    Program Volumes..... 6

    Proposal Scope..... 7

**SECTION II. RFP INSTRUCTIONS..... 10**

    Pre-Proposal Meeting..... 10

    Written Questions & Final RFP Addenda..... 10

    ISD 834 Contact..... 10

    Office Receiving Proposals..... 11

    Proposers Have Sole Responsibility for Review of the RFP and Any Addenda..... 11

    Proposals Shall Become the Property of MPS..... 11

    Public Records & Requests for Confidentiality..... 11

    Late Submittals..... 12

    Proposal Format..... 12

    Proposal Contents..... 13

    Description of Each Item..... 13

    Proposal Evaluation..... 15

    ISD 834 Rights Reserved..... 16

    Pre-Contractual Expenses..... 17

**SECTION III. SCOPE OF SERVICES, TERMS, CONDITIONS & SPECIFICATIONS..... 18**

    Part A. Definitions..... 19

    Part B. Special Terms & Conditions..... 22

    Part C. MSW Services Specifications..... 33

    Part D. Recycling Services Specifications..... 36

    Part E. General Contract Terms & Conditions..... 39

**SECTION IV. APPENDICES..... 48**

## SECTION I. RFP OVERVIEW

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### ***Description of Stillwater Area Public Schools***

Located in Washington County, Stillwater Area Public Schools is the oldest school district in the state. Stretching 30 miles along the St. Croix River from Marine on St. Croix south to Afton, ISD 834 covers about 150 square miles. The school district includes all or portions of 18 communities, including: Afton, Bayport, Baytown Township, Grant, Hugo, Lake Elmo, Lakeland, Lakeland Shores, Lake St. Croix Beach, Marine on St. Croix, May Township, Oak Park Heights, St. Mary's Point, Stillwater, Stillwater Township, West Lakeland Township, Withrow, and Woodbury.

The school district is divided into seven (7) elementary school boundaries. The elementary schools feed into one of two middle schools, and all ISD 834 students attend Stillwater Area High School. Additional facilities include the Early Childhood Family Center, Pony Activity Center, Oak Park, and Central Services Building.

There are approximately 8,400 students in the district. More students will be entering Stillwater Area Public Schools in the next decade, according to a recent demographic study. Projections show that the district's K-12 enrollment will grow by more than 300 students in the next 5 years, and by nearly 1,000 in the next 10 years.

A current map of ISD 834 can be viewed at:

<https://www.stillwaterschools.org/our-district/district-map>

### ***State and County Government Directives***

Pursuant to Minn. Statute, Section 115A.551, Subd. 2a., Washington County has a goal to recycle 75 percent by weight of total solid waste generation by December 31, 2030. Washington County will require political subdivisions to develop and implement programs, practices or methods designed to meet their recycling goals.

As a public entity located within Washington County, Stillwater Area Public Schools shall operate its solid waste management program in compliance with the Washington County Solid Waste Master Plan pursuant to Minn. Statute, Section 115A.46, Subd. 5, and Section 115A.471.

### ***Current ISD 834 Solid Waste Management Program***

ISD 834 has a long history of recycling from within school cafeterias, classrooms, administrative offices, and facilities operations. Over 15 years ago, this tradition of recycling evolved into a district-wide launch of: (1) a food-to-hogs program; and (2) milk carton recycling in all school cafeterias. Today, the school district operates a well-established school cafeteria waste, recycling, and food and beverage waste collection system.

The ISD 834 Operations Department is responsible for managing the school district's solid waste management program. The Department is housed in the ISD 834 Central Services Building located at 1875 Greeley Street South in Stillwater, Minnesota. The Department is managed by a director and several professional and support staff and operate under the policies and procedures established by the ISD 834 Board of Education.

The school district's solid waste management program currently consists of managing municipal solid waste and two separate streams of recyclable materials: (1) single stream recycling; and (2) food and beverage waste. Two vendors provide ISD 834 waste and recycling services: (1) MSW and SSR services are provided by a hauler at 14 service addresses; and (2) food and beverage waste are collected and processed by a local farm (Food-to-Hogs Program).

### Municipal Solid Waste

All district-wide schools and facilities manage MSW in front-end-load dumpsters. From time-to-time, the school district manages MSW in roll-off containers. During the term of this contract, ISD 834 is interested in exploring the potential of compacting MSW in compactors at select schools.

### Single Stream Recycling

The school district manages single stream recycling, including milk cartons, in front-end-load dumpsters. Students in seven (7) elementary schools, two (2) middle schools, and the high school pour leftover milk into food and beverage waste collection barrels and sort empty milk cartons into collection containers for recycling in the cafeterias.

During the term of this contract, the school district would like to explore the potential of compacting single stream recycling in compactors at select schools.

### Scrap Metal Recycling

During the term of this contract, the school district may collect scrap metal for recycling in roll-off containers.

### Food-to-Hogs Program

ISD 834 currently operates a Food-to-Hogs program at all elementary and middle schools, where students in school cafeterias separate food and beverage waste into collection barrels that are emptied by a local farm. At the high school, foodservice staff in the kitchen separate food prep waste into collection barrels that are emptied by a local farm.

## ***Program Volumes***

Table 1 summarizes the estimated annual volumes of discarded materials that ISD 834 generates:

**Table 1. Estimated Annual Volumes of Discarded Materials**

Material	Equipment Type	Cubic Yards Per Year	# Barrels Per Year	Tons Per Year
Municipal Solid Waste	Front-End-Load Dumpster	11,264	—	—
	Roll-Off Containers	Unknown <sup>1</sup>	—	—
Single Stream Recycling	Front-End-Load Dumpster	8,800	—	—
Scrap Metal Recycling	Roll-Off Container	Unknown	—	—
Food & Beverage Waste	32-Gallon Barrels	—	4,255	426

<sup>1</sup>Volume varies year-to-year.

***Proposal Scope***

The proposal scope is comprised of: (1) a base program; and (2) three base program preferences. A summary of the proposal scope is illustrated in Table 2.

**BASE PROGRAM**

ISD 834 seeks the following base program services. Proposers must respond, at a minimum, to the base program and base program preferences or their proposals may be rejected.

Municipal Solid Waste

Collection of MSW, as defined in Paragraph A.14, in front-end-load dumpsters and roll-off containers. Transportation to the Ramsey/Washington Recycling & Energy Center for processing into refuse derived fuel as defined in Paragraph A.18.

Collection of MSW in compactors is included in the base program as a placeholder for potential future services.

Single Stream Recycling

Collection of source separated recyclable materials in a single stream recycling system, as defined in Paragraph A.22, in front-end-load dumpsters. Transportation to a recycling

processing facility and/or end-use market for the purpose of recycling pursuant to Minn. Statute, Section 115A.03, Subd. 25(b).

Collection of single stream recycling in compactors is included in the base program as a placeholder for potential future services.

### Scrap Metal Recycling

Collection and transportation of source separated scrap metal in roll-off containers to a recycling processing facility and/or end-use market for the purpose of recycling pursuant to Minn. Statute, Section 115A.03, Subd. 25(b).

Collection of scrap metal in roll-off containers is included in the base program as a placeholder for potential future services.

## **BASE PROGRAM PREFERENCES**

ISD 834 shall give a preference to proposers that:

### 1. Color-Coded Front-End-Load Dumpsters

Provide front-end-load dumpsters that visually differentiate MSW and SSR dumpsters through color-coded dumpsters or plastic lids. That is, all front-end-load dumpsters provided by the contractor are outfitted with two unique colors: (a) a lid or dumpster color for MSW dumpsters; and (b) a lid or dumpster color for SSR dumpsters.

### 2. Front-End-Load Dumpster Labels

- a. Place labels on all front-end-load dumpsters that clearly differentiate MSW and SSR dumpsters. Labels must differentiate MSW from SSR dumpsters based on images of acceptable materials on the respective labels; additional information communicating prohibited materials; and must be easy to be seen by school district personnel at least 20 feet away from dumpsters at street level. Proposers may submit label examples or draft label mock-ups in their proposals.
- b. Place labels that clearly display cubic yard volume size. Labels that display cubic yard volume size must be placed on the front of dumpsters consistently in the same location, for example, on the upper left-hand corner.

### 3. Front-End-Load Dumpster Locks

Provide locks on front-end-load dumpsters, when specified in Appendix A. Locks must be easy to operate for custodial staff. Examples include but are not limited to: (1) a hasp and chain; (2) locking bar; and (3) gravity lock. The school district's preference is a gravity lock. If your firm is not able to provide a gravity lock, please describe an alternative option.



**Table 2. ISD 834 Proposal Scope**

Fee Schedules	Base Program Scope of Service	Equipment	Base Program Preferences
Fee Schedule #1	MSW	FEL Dumpsters  2-Tiered Rate Structure With Food Waste Without Food Waste	(1) unique color for MSW front-end-load dumpsters (dumpster or lid)  (2) MSW labels displayed on dumpsters that clearly identify MSW dumpsters from at least 20 feet away  (3) Labels that clearly display cubic yard volume size  (4) dumpster locks, as specified in Appendix A
Fee Schedule #2	MSW	Compactors Roll-Off Containers	—
Fee Schedule #3	Single Stream Recycling	FEL Dumpsters	(1) unique color for SSR front-end-load dumpsters (dumpster or lid)  (2) SSR labels displayed on dumpsters that clearly identify SSR dumpsters from at least 20 feet away  (3) Labels that clearly display cubic yard volume size
Fee Schedule #4	Single Stream Recycling	Compactors	—
Fee Schedule #5	Scrap Metal Recycling	Roll-Off Containers	—

## SECTION II. RFP INSTRUCTIONS

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### ***Pre-Proposal Meeting***

Proposers are required to attend the pre-proposal meeting. The purpose of the pre-proposal meeting is to familiarize firms with the scope of services, receive clarification on any unclear items in the RFP and point out any errors or omissions in RFP specifications.

The time and location of the pre-proposal meeting is:

- April 24, 2023, at 1:00 p.m. to 3:30 p.m.
- Stillwater Area Public Schools Central Services Building, 1875 Greeley Street South, Stillwater, MN 55082, Room A & B.

To attend the pre-proposal meeting, proposers are encouraged to RSVP by contacting Jodi Taitt at [jodi@ecoconsilium.com](mailto:jodi@ecoconsilium.com) no later than 4:00 p.m. on April 21, 2023.

Attendance at the pre-proposal meeting is **mandatory** to submit a proposal.

### ***Written Questions & Final RFP Addenda***

Based on the discussion during the pre-proposal meeting, written questions from attendees are due on May 5, 2023, at 4:00pm. Substantive clarifications, additions or deletions in the RFP will be issued in addendum format. No verbal modification will be binding. All attendees of the pre-proposal meeting will be sent, via email, Final RFP Addenda by May 19, 2023. Proposers are required to respond to the RFP, which will be finalized by Final RFP Addenda, if needed.

Failure of any proposer to respond to any such addenda shall not relieve such proposer from any obligation under the proposal as submitted. At the time of the opening of proposals, each proposer shall be conclusively presumed to have received and understood all RFP documents, including all addenda. The failure of any proposer to examine any form, instrument or other document, which is part of the RFP shall in no way relieve such proposer from any obligation arising under law from the submission of a proposal. Failure of any proposer to respond to any addenda may also result in the rejection of the entire proposal.

### ***ISD 834 Contact***

The sole point of contact for this RFP is:

Jodi Taitt EcoConsilium	Phone: 763-504-2445 Email: <a href="mailto:jodi@ecoconsilium.com">jodi@ecoconsilium.com</a>
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Other ISD 834 personnel or representatives of ISD 834 will not discuss this RFP with potential proposers prior to the approval of the contract by the ISD 834 School Board currently scheduled in July 2023. Attempts by a proposer to contact other ISD 834 personnel or representatives about this RFP or their proposal after the release of the RFP and before the approval of the contract by the ISD 834 School Board may be grounds for disqualification of the proposal at the sole discretion of ISD 834.

### ***Office Receiving Proposals***

To be considered by ISD 834, proposals must be **hand delivered at the front desk** to the following office and time-stamped no later than 2:00 p.m. on June 2, 2023:

Central Services Building  
1875 Greeley Street South  
Stillwater, MN 55082

Proposals submitted by email or facsimile will not be accepted. Proposals not delivered to the office designated herein shall be rejected. Stillwater Area Public Schools personnel shall be solely responsible for determining when the proposal closing time arrives. Once submitted, all proposals become the property of the school district and will not be returned to the offering firm.

### ***Proposers Have Sole Responsibility for Review of the RFP and Any Addenda***

By submitting a proposal, proposing firms represent that they have thoroughly examined and become familiar with the contents of the RFP and that the firm is capable of providing services to achieve the objectives of ISD 834. Proposing firms must be authorized to transact business in the State of Minnesota and otherwise comply with all the requirements of State or Federal laws and regulations.

### ***Proposals Shall Become the Property of ISD 834***

All information submitted in response to this RFP shall become the property of ISD 834. Once submitted, a proposal becomes public property, available for viewing and reproduction by any person and will not be returned. The proposals will become public information after contract selection and award.

### ***Public Records & Requests for Confidentiality***

Pursuant to Minnesota Government Data Practices Act, Minn. Statute, Section 13.591, the names of all entities that submit a timely proposal to ISD 834 will be public once the proposals have been opened. All other information contained in the proposals remains private until the school district has executed a contract with the selected proposer or otherwise completed this procurement process. After a contract has been executed, all information in all of the proposals is public except "trade secret" information as defined in Minn. Statute, Section 13.37.

Requests for release of information held by ISD 834 are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Statute, Chapter 13. Proposers are encouraged to familiarize themselves with these provisions before submitting a proposal.

All information submitted by a proposer eventually will be treated as public information by ISD 834 unless the proposer properly requests, and the school district agrees, that specific information be treated as private or confidential. Any specific information that is requested as confidential must be submitted within a separate, sealed envelope along with a cover letter explaining the reason for the request. A proposer making such a request must include the name, address and telephone number of the individual authorized by the proposer to answer inquiries by ISD 834 concerning the request. Requested that all, or substantially all, of a proposal be held as confidential is not allowed, and ISD 834 may disqualify such a proposal at its sole discretion. The school district reserves the right to make the final determination of whether the data identified in such a request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A proposer's failure to request private or confidential treatment of information pursuant to this Section will be deemed by ISD 834 as a waiver by the proposer of any private or confidential treatment of information included in the proposal.

### ***Late Submittals***

Any proposal submitted at the office designated herein after 2:00 p.m. on June 2, 2023, may not be considered.

### ***Proposal Format***

All proposals shall be prepared typewritten on 8 ½" x 11" bond paper. Proposers should submit proposals as: (a) one (1) single-sided, unbound, signed original; (b) three (3) two-sided paper copies of the proposal stapled in the upper left-hand corner; and (c) one electronic file submitted on a flash drive.

Each proposer shall securely seal in an envelope or other container their proposal including all required documents having authorized signatures. The proposer shall mark on the outside of the package:

1. The name and address of the proposer.
2. The title: "Proposal for Stillwater Area Public Schools Municipal Solid Waste and Recycling Services."
3. Addressed to: Laura Larsen, Coordinator of Facilities & Site Operations

The original proposal must include an original signature by an individual who is authorized to make representations and commitments on behalf of the proposing firm and be clearly marked "**ORIGINAL**". Failure to include the original signature may result in the disqualification of the proposal. The remaining three (3) copies may be duplicated copies of the original.

The proposal format shall follow the Table of Contents described herein with all pages sequentially numbered throughout. Binders and covers will be at the proposer's discretion. The

proposal should be clear and understandable when reproduced in black and white. All text and exhibits should be succinct and relevant to the RFP requirements.

### ***Proposal Contents***

The contents of the proposal shall include a Table of Contents with items in the order shown in Table 3 or the proposal may be rejected. The Table of Contents shall identify the page number where each required item listed below is located. A description of each item follows.

**Table 3. Proposal Table of Contents**

Item 1	Letter of Transmittal	Page _____
Item 2	Proposal Content Checklist	Page _____
Item 3	Conflict of Interest Statement	Page _____
Item 4	Exceptions Statement	Page _____
Item 5	Proposer Questionnaire	Page _____
Item 6	Recyclable Materials Marketing Plan	Page _____
Item 7	Written Disclosure of MSW Destination	Page _____
Item 8	Base Program Preferences Statement	Page _____
Item 9	Fee Schedules #1, #2, #3, #4, and #5	Page _____
Item 10	Acknowledgement of Addenda Receipt	Page _____
Item 11	Affidavit of Non-Collusion	Page _____

### ***Description of Each Item***

A description of each item required in the proposal follows.

#### **Item 1: Letter of Transmittal**

Address the letter of transmittal to Laura Larsen, Coordinator of Facilities & Site Operations, District 834 Central Services Building, 1875 Greeley Street South, Stillwater, MN 55082 and include, at a minimum, the following:

1. Identification of the proposing firm, including name, address and telephone number.
2. Name, title, address, telephone number and email address of proposer's contact person during period of proposal evaluation.

3. Identification of any and all proposed subcontractors, including name, address, telephone number, and a summary of their role in the proposal.
5. A statement to the effect that the proposal shall remain valid and subject to acceptance by ISD 834 for a period of not less than 180 days from the date of submittal.
6. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

#### Item 2: Proposal Content Checklist

Proposers shall complete the Proposal Content Checklist provided in Appendix B found on page 49 of the RFP.

#### Item 3: Conflict of Interest

The proposer must identify if there is any potential conflict of interest it may have with this RFP, including but not limited to personal friendships or relationships with ISD 834 personnel involved in the decision-making process that could impact the integrity of the RFP process. If a proposing firm is in doubt about its ability to respond ethically to this RFP because of a conflict of interest, it should immediately notify the ISD 834 contact for consultation.

#### Item 4: Exceptions Statement

Any exceptions to the requirements in this RFP must be included in the proposals submitted by the proposers. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions Statement." ISD 834 reserves the right to reject any proposals that contain substantive exceptions. The amount and nature of exceptions requested will also be a factor in the evaluation when comparing proposals. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the RFP as written.

#### Item 5: Proposer Questionnaire

Proposals will be considered only from proposing firms now or recently engaged in the performance of services comparable to those found in the base program specifications described herein. In order to determine qualifications and experience, each proposer shall complete the Proposer Questionnaire found in Appendix B.

#### Item 6: Recyclable Materials Marketing Plan

Proposers shall submit a Recyclable Materials Marketing Plan consisting of:

- Recyclable materials processing and marketing experience and/or arrangements
- Acceptable and unacceptable materials in single stream recycling services
- Plan to address fluctuating market prices for recyclables
- Letter of intent to provide recyclables processing services

If the school district's recyclables are delivered to a recycling processing facility operated by the proposing firm, the Plan must provide the name and address of the facility. If ISD 834 recyclables are delivered to a recycling processing facility not operated by the proposing firm, the Plan must, at a minimum, list the recycling processing facilities to which the materials are expected to be delivered for processing and marketing (including facilities names and address), and must include a Letter of Intent to Provide Recyclables Processing Services from each facility (sample letter is provided in Appendix B). The Proposer must provide written certification that ISD 834 recyclables are being recycled and not disposed.

Item 7: Written Disclosure of MSW Destination

Proposers shall provide a written disclosure of the final destination of MSW collected under this contract as required in Minn. Statutes, Section 115A.9302.

Item 8: Base Program Preferences Statement

Proposers shall provide a base program preferences statement as described in Appendix B.

Item 9: Fee Schedules

Proposers shall submit the Fee Schedules found in Appendix B as summarized below:

- Fee Schedule #1: Municipal Solid Waste Front-End-Load Dumpster Services
- Fee Schedule #2: Municipal Solid Waste Compactor & Roll-Off Container Services
- Fee Schedule #3: Single Stream Recycling Front-End-Load Dumpster Services
- Fee Schedule #4: Single Stream Recycling Compactor Services
- Fee Schedule #5: Scrap Metal Recycling Roll-Off Container Services

Item 10: Acknowledgement of RFP Addenda Receipt

The Acknowledgement of RFP Addenda Receipt (provided in Appendix B) shall be completed and signed.

Item 11: Affidavit of Non-Collusion

The Affidavit of Non-Collusion (provided in Appendix B) shall be completed, signed and notarized.

***Proposal Evaluation***

ISD 834 intends to award a contract to the contractor that the school district believes most closely meets its needs and the needs of its students, faculty and staff. Proposed price alone will not be the sole determining factor for a selection of a contractor, but rather only one of several evaluation criteria. Proposals will be evaluated and scored based on the factors listed in Table 4, and each factor is assigned the number of points indicated. A maximum score of 100 points is possible for each proposal.

All proposals received by the submittal deadline will be reviewed and evaluated by an evaluation committee composed of ISD 834 personnel and others designated by the school district. ISD 834 may request additional information from the proposers, and interviews and site visits may be part of the evaluation process. Proposers may be required, before award of any contract, to show to the complete satisfaction of the school district that they have the necessary facilities, ability and financial resources to furnish the services, as specified herein, in a satisfactory manner.

**Table 4. Proposal Evaluation Criteria**

Points	Factors
5	Experience & Qualifications (Proposer Questionnaire #1)
5	Equipment (Proposer Questionnaire #2)
15	Customer Service Standards & Practices (Proposer Questionnaire #3)
15	Customized Customer Services (Proposer Questionnaire #4)
15	Recyclable Materials Marketing Plan (Proposer Questionnaire #5)
5	Base Program Preferences Statement (Proposer Questionnaire #7)
40	Price Proposal (Proposer Questionnaire – Fee Schedules #1 through #5)
<b>100</b>	<b>Total Points Possible</b>

***ISD 834 Rights Reserved***

ISD 834 reserves the right to reject any and all proposals with such determination to be within the sole discretion of ISD 834 and not subject to question or appeal. ISD 834 reserves the right to remedy technical errors that may occur in the RFP process.

ISD 834 reserves the right to accept or reject proposals in whole or in part, to negotiate separately as necessary to serve the best interests of the school district and reserves the right to accept other than the lowest cost proposal. ISD 834 reserves the right to reissue this RFP.

The RFP does not obligate ISD 834 to award a contract, and ISD 834 reserves the right to reject any or all proposals or parts of proposals to negotiate modifications, scope of services and expenses; to accept part or all of the proposals on the basis of considerations other than cost;



and to select all or part of a proposal consistent with the best interest of ISD 834. ISD 834 reserves the right to cancel negotiations or the contract without penalty should circumstances arise to prevent continuation of the contract.

The proposer shall not assign any interest to the executed contract and shall not transfer any interest in the same, whether or by subcontract, assignment, or novation, without prior written consent of ISD 834.

### ***Pre-Contractual Expenses***

Proposals shall not include any pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the proposer in:

1. Preparing its response to the RFP.
2. Submitting its response to ISD 834.
3. Negotiating with ISD 834 on any matter related to this RFP.
4. Any other expenses incurred by the proposer prior to the date of execution of the proposed contract agreement.

## SECTION III. CONTRACT SCOPE OF SERVICES, TERMS, CONDITIONS & SPECIFICATIONS

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The contract scope of services, terms, conditions, and specifications of this RFP follow. Four (4) appendices are incorporated into this RFP by reference and are integral to this request and must be considered and understood by proposing firms:

1. Appendix A: ISD 834 Municipal Solid Waste and Single Stream Recycling Service Specifications
2. Appendix B: Proposal Forms
3. Appendix C: Draft Invoice
4. Appendix D: ISD 834 Photos of Service Sites

The current list of ISD 834 service sites and specifications (Appendix A) are provided for informational purposes to represent existing conditions. ISD 834 reserves the right to change the future list of service sites and service specifications.

The current photos of ISD 834 service sites are provided in Appendix D to illustrate truck access, dumpster enclosures, and loading dock configurations. The services requested at each service site may differ from the current photos and are specified in Appendix A.

Appendices A, C, and D are three (3) separate attachments to the RFP. Appendix B is found on page 49 of the RFP.

Any contract arising from this RFP will incorporate the provisions of this RFP and the successful proposal from proposing firm.

## ***Part A. Definitions***

Words, phrases or other expressions used in this RFP shall have the following meanings:

- A.1 Account Manager** means the person designated by the contractor to be a liaison to ISD 834 and shall be the authorized representative of the contractor and any subcontractors providing services under this contract.
- A.2 Compactor Receiver Box** means a metal box attached to a compaction unit for the storage of municipal solid waste or recyclable materials.
- A.3 Contract Manager** means a person designated by ISD 834 to be the main point of contact for the contractor for overall management of this contract.
- A.4 Contractor** means the successful proposer awarded a contract resulting from a request for proposal process and contractor's assignees and subcontractors. A proposing team comprised of more than one (1) legal entity and awarded a contract is considered a contractor consisting of a prime contractor and any subcontractors.
- A.5 County** means Ramsey or Washington County, a political subdivision of the State of Minnesota.
- A.6 Disposal Fee** means the weight-based, per-ton fee charged to the contractor for the delivery of MSW to the Ramsey/Washington Recycling & Energy Center.
- A.7 Dumpster** means a new or newly refurbished metal or plastic storage container with drain plugs for MSW, recyclable materials, and source separated organics with lids that fully cover any openings, serviceable with a front-load waste collection vehicle, ranging in capacity from one (1) cubic yard to eight (8) cubic yards.
- A.8 Food Waste** means source separated, unpackaged food preparation and plate waste, spoiled and outdated food, and frozen food including, but not limited to meat, bones, and fat; seafood, fish and fish by-products (with shells & peels); fruits and vegetables (e.g., corn silks, coconut shells, banana peels, apple cores, olive pits); dairy products (e.g., milk, cheese, eggs & egg shells); bread and baked goods (e.g., donuts, cakes, cookies, pies); and liquid food waste (e.g., beverages, soups, broths).
- A.9 Food Waste Recycling Services** shall mean the pick-up of food waste (as defined in Paragraph A.8) accumulated in collection containers at ISD 834 service sites as described in this RFP and the transporting of food waste to end-use market options including, but not limited to hog feeding, composting and anaerobic digestion.
- A.10 Haul Charge** means the amount, to include profit and overhead, for each time the contractor collects a compactor or roll-off container and transports it to a transfer station, disposal facility, a recycling processing facility, or end-use market. The haul charge is exclusive of any tip fee or taxes, fees or charges the contractor may be required to collect on behalf of a unit of government.

- A.11 ISD 834** means Stillwater Area Public Schools.
- A.12 ISD 834 Service Site** means an identified, discrete point of service, such as a loading dock, building, parking lot, etc. A service site may have more than one compactor, roll-off container or dumpster for the storage and collection of a stream of materials, either clustered at one location or disbursed to more than one location in close proximity at that site. ISD 834 Service Sites are listed in Appendix A, and a current map of the school district can be viewed at: <https://www.stillwaterschools.org/our-district/district-map> being amended from time to time as service sites are added or deleted as provided herein.
- A.13 Marketing** means the sale, at a positive or negative sale price, of recyclable materials delivered from ISD 834 service sites to a broker, end market, recycling processing facility, or other facility by the contractor, for the purpose of recycling as defined in Minn. Statutes, Section 115A.03, Subd. 25(b).
- A.14 Municipal Solid Waste (MSW)** shall have the meaning set forth in Minn. Statutes, Section 115A.03, Subd. 21. MSW shall not include Hazardous Waste, Infectious Waste, Universal Waste, or Special Waste as defined under Minnesota Statutes, Minnesota Solid Waste Rules, or any other waste that is required by law or ordinance to be separately managed, including but not limited to computers and other electronic waste, fluorescent lamps, and appliances.
- A.15 Municipal Solid Waste (MSW) Services** shall mean the pick-up of MSW (defined in Paragraph A.14) accumulated in collection containers at ISD 834 service sites as described in this RFP and the transporting of MSW to a waste processing facility where it will be processed for the purpose of recovering energy and recyclable and other beneficially useful materials.
- A.16 Pass-Through Disposal Fee** means the disposal fee for MSW disposed of under this contract and passed through to ISD 834, not greater than that paid by the contractor, and based on: (1) verifiable weight of a specific load of MSW delivered in a compactor receiver box or roll-off container; and (2) the disposal fee as defined in Paragraph A.6.
- A.17 Proposer** shall mean any corporation, company, partnership, firm or individual that submits a proposal to ISD 834 in response to this RFP.
- A.18 Ramsey/Washington Recycling & Energy Center (R&E Center)** is located at 100 Red Rock Road, Newport, MN 55055 and accepts MSW for processing into refuse derived fuel for use as an energy producing feedstock. The R&E Center is owned and operated by the Ramsey/Washington Recycling & Energy Board (R&E Board), a joint powers board formed by Ramsey and Washington counties, to provide solid waste services to residents, businesses and institutions in both counties. Licensed haulers that enter into a Waste Delivery Agreement with the R&E Board deliver acceptable MSW directly to the R&E Center or to one of the transfer stations under contract with the R&E Board. At the time of this writing, the following transfer stations are under contract with the R&E Board: (1) Advanced Transfer Station in St. Paul; (2) Republic Transfer Station in Blaine; (3) Dem-Con

Blaine Transfer Station; (4) SKB Blaine Transfer Station; (5) SKB Malcom Avenue Transfer Station in Minneapolis; and (6) Walter's Transfer Station in Blaine.

**A.19 Recycling Services** shall mean the pick-up of single stream recyclable materials (defined in Paragraph A.22) accumulated in collection containers at ISD 834 service sites as described in this RFP and the transporting of the recyclable materials to a recycling facility where they will be processed and/or transferred to recycling markets.

**A.20 Right-Size Services** means the collection container size and frequency of pick-ups, including scheduled or on-call, that results in the least-cost level of service required to manage a volume of MSW, single stream recyclables, or source separated organics.

**A.21 Roll-Off Container** means a large, metal waste or recyclables storage container without a lid, serviceable by a roll-off truck, ranging in capacity from ten (10) cubic yards to forty (40) cubic yards.

**A.22 Single Stream Recyclables/Recycling System** means the collection, transportation and marketing of source separated recyclable materials where there is little to no physical separation among the types of recyclable materials in the collection system, including but not limited to:

Mixed paper: ledger papers, groundwood papers, newsprint, magazines and catalogs, glossy and coated papers, card stock, computer printouts, Post-It™ notes, glued pads, tablets, kraft paper, onionskin paper, blueprints, all envelopes (including adhesive labels and windows), junk mail, glossy ledger, paper ream wrappers, papers with adhesive labels, file folders, box and chip board, bleach board, publications with all types of bindings, spiral notebooks, glue-bound books, soft- and hard-cover books, phone books and corrugated cardboard.

Mixed bottles, containers, cans & packaging: aluminum cans and foil; tin or steel food and beverage cans; glass bottles and jars; plastic bottles, containers and packaging including, but not limited to: (1) rigid plastic containers such as food and beverage bottles and tubs labeled #1, #2 and #5; and (2) liquid packaging board containers including gable-top cartons such as milk cartons and aseptic packaging such as juice, soup and broth cartons.

**A.23 Source Separated Recyclable Materials** means recyclable materials which are separated from MSW and source separated organics by the generator at ISD 834 Service Sites and placed into roll-off containers, dumpsters or compactors owned by ISD 834 or the contractor for the purpose of allowing recyclable materials to be collected separately from MSW and source separated organics, delivered to a recyclables processing facility, prepared for marketing and delivered to brokers or end-use markets for recycling as defined in Minn. Statutes Section 115A.03, Subd. 25(b).

**A.24 Waste Designation** is the term used in Minnesota law that allows Ramsey and Washington Counties to enact an ordinance that requires all or a portion of solid waste to be delivered to a designated waste management facility. Sometimes called "flow control," waste designation can be put into place after a planning process approved by the Minnesota

Pollution Control Agency. Waste designation relates to what happens to waste after it is collected, and does not affect who collects waste, or when it is collected.

## ***Part B. Special Terms and Conditions***

ISD 834 intends to execute a contract with a selected proposer for MSW and single stream recycling services. The successful proposing firm shall enter into a formal contract based on the terms, conditions and specifications as set forth herein, along with their written proposal and all relevant negotiated terms and provisions.

### **B.1 Contractor's Obligations**

In strict accordance with the terms of this contract and at its sole cost and expense, the contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, transportation services and processing and end-use marketing arrangements required to perform and complete MSW and single stream recycling services.

### **B.2 Contract Term**

#### **A. Three-Year Term**

It is anticipated that the term of the contract to be awarded under this RFP shall commence on August 1, 2023, and:

- Year 1 of the contract shall end on July 31, 2024.
- Year 2 of the contract will be from August 1, 2024 through July 31, 2025.
- Year 3 of the contract will be from August 1, 2025 through July 31, 2026.

#### **B. Two (2) One-Year Extensions**

At the expiration of the initial three-year contract term, the school district and contractor may extend the contract for up to two (2) periods of one (1) year each.

#### **C. Month-to-Month Extension**

Upon the expiration of the term, the school district and contractor may agree to extend the contract on a month-to-month basis, during which time the contract shall be terminable by either party upon thirty (30) days' prior written notice to the other party.

### **B.3 Transition Plan**

The contractor will meet with ISD 834 to become familiar with ISD 834 waste and recycling operations and to work with the school district and its existing hauler to develop a plan for a seamless transition to start providing collection services in a manner that promotes the safety of children and staff while school is in session. The selected contractor will install the equipment specified herein and begin collection services during a transition period that will be completed as soon as equipment is available and upon a mutually agreed upon date.

#### **B.4 ISD 834 Contract Manager**

ISD 834 shall designate a Contract Manager to provide overall contract management. The Contract Manager will be the primary liaison to the Account Manager on initial service arrangements, requests for adjustments to service levels, invoicing, resolution of complaints and service concerns, reporting requirements, and other aspects of the contractual relationship. ISD 834 may designate a consultant or other contractor to carry out certain management responsibilities.

#### **B.5 Account Manager**

The contractor shall designate one person as Account Manager to serve as the authorized representative of the contractor, including its subcontractors, if any. The Account Manager should be readily accessible during normal business hours. The Account Manager shall serve as the liaison to the Contract Manager. The Account Manager will provide overall contract management duties, including but not limited to assisting ISD 834 in achieving its goals to manage MSW and divert recyclable materials from the waste stream in a manner that complies with the Ramsey and Washington County Solid Waste Master Plans, assuring timely and accurate invoicing, responding to service needs and any adjustments required by ISD 834, resolving service and billing issues, meeting reporting requirements and other issues that may arise. The Account Manager may designate additional representatives of the contractor to work with the Contract Manager in delivering the services required under this contract. The Account Manager, as the authorized representative of the contractor, retains all responsibility to assure the performance of such designees meets with the school district's satisfaction. The designation of additional representatives does not relieve the Account Manager of any responsibility to serve as the primary point of contact to the ISD 834 Contract Manager. The contractor shall inform the Contract Manager in writing and in a timely fashion, of any change in the designated Account Manager.

#### **B.6 Hours of Operation**

- A. The contractor shall provide collection services for MSW and recycling on weekdays. Upon mutual agreement between ISD 834 and contractor, collection services for MSW and recycling may occur on weekends.
- B. Without limiting Paragraph F.1.B., collection services shall commence in compliance with all local noise ordinances. The contractor shall maintain sufficient equipment and personnel to assure that all collection operations are at a consistent pick-up time each day, within a variance of not more than one (1) hour, at each ISD 834 Service Site. The contractor shall work with ISD 834 to develop ideal pick-up times for each ISD 834 Service Site that avoids bussing, school start times, parent drop off times, and parent and pick up times.
- C. When applicable, the contractor shall work with ISD 834 to develop ideal pick-up times for MSW and single stream recycling compactors and use commercially reasonable efforts to ensure that all collection operations are completed before the start of the first lunch period of the same day.

- D. If contractor determines that the collection of MSW and recycling will not be completed by the designated pick-up time on the scheduled collection day, contractor shall notify the Contract Manager by 12:00 p.m. and request an extension of the collection hours.

**B.7 Standards of Operation**

- A. The contractor shall furnish sufficient numbers of vehicles and personnel to perform the services required by this contract without respect to adverse conditions, breakdowns, strikes, pandemics, or similar hindrances.
- B. The contractor's crew shall perform MSW and recycling collection services in a professional manner, consistent with industry standards, and with as little noise, disturbance and disruption to ISD 834 and the school district's neighbors as possible.
- C. The contractor shall replace lids and return all empty dumpsters, roll-off containers, and compactors, as appropriate, at each ISD 834 Service Site to the general location in which they were found. Empty roll-off containers and dumpsters shall not be left in places where they will block access to loading docks, parking lots and driveways.

**B.8 Contractor's Safety Plan and Accident Prevention**

- A. The contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards and worker safety training.
- B. The contractor shall exercise precaution at all times to protect the safety of persons and property. The contractor shall immediately notify the designated ISD 834 Contract Manager of any accident of any kind, which involves the general public or private or public property, which occurs during the performance of this contract.
- C. Upon the school district's request, the contractor shall provide ISD 834 with a written report including the details of any such accident within forty-eight (48) hours.

**B.9 Damage to Property**

- A. The contractor shall take all necessary precautions to protect public and private property during the performance of this contract.
- B. Except for reasonable wear and tear, including damage to driveways and parking lots due to the weight of contractor's vehicles, the contractor shall repair or replace any private or public property damaged by the contractor.
- C. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours or as acceptable to the property owner if later, with property of the same or equivalent value at the time of the damage.



- D. If the contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours, ISD 834 may, but shall not be obligated to, repair or replace such damaged property, and the contractor shall fully reimburse ISD 834 for any of its reasonably incurred expenses.
- E. The contractor shall reimburse ISD 834 for any such expenses within fifteen (15) days of receipt of the school district's invoice.

#### **B.10 Service Changes**

##### **A. Options to Change Dumpster & Roll-Off Services**

ISD 834 shall have the option to change service levels provided by the contractor during the term of this contract based on changes in operations, recyclables or MSW generation levels, or other changes in needs. The contractor shall be required to change the number of pick-ups, the size or types of roll-off containers and dumpsters and/or the number of roll-off containers and dumpsters as requested in writing by ISD 834, at any time during the term of the contract. The contractor shall not make any changes to: (1) dumpster and roll-off container specifications; or (2) frequency of service pick-ups without the written permission of the Contract Manager. The contractor shall be required to adjust the service frequency and/or provide the requested roll-off containers or dumpsters within seven (7) calendar days of issuance of a request from ISD 834 to do so, unless a later date is permitted by ISD 834.

##### **B. Option to Replace Dumpsters with Compactor Services**

During the term of this contract, the school district shall have the option to purchase and install: (1) MSW compactors; and (2) single stream recycling compactors at select schools. The school district shall have the option to replace the existing trash and recycling dumpster services with compactor hauling services. To optimize the compactor load weights, the contractor shall work with the school district to determine the frequency of compactor hauling service schedules, which may be fixed pick-up schedules or on-call service requests.

##### **C. Option to Right-Size Services**

ISD 834 shall have the option to right-size service levels provided by the contractor during the term of this contract.

##### **D. Option to Add or Delete ISD 834 Service Sites**

The school district shall have the option to add or delete ISD 834 Service Sites, which cannot be anticipated at this time. The addition or deletion of such service locations to the existing contract shall be by written notice from ISD 834 to the contractor. All terms and conditions of any contract arising from this RFP shall be applicable to the provision of services at any new location. Unless otherwise agreed to by ISD 834, the contractor shall implement requested changes within seven (7) business days of written notice by ISD 834.

E. Option to Restrict Service Times

The school district shall have the option to restrict the time of day the contractor provides MSW and recycling services at school buildings when truck access to dumpsters or roll-off containers place child safety at risk.

F. Summer Pick-Up Services

Summer pick-up services shall be determined by the Contract Manager and will commence on or around June 15<sup>th</sup> and continue until on or around August 15<sup>th</sup> of each year. Specific dates will be determined by the school calendar for each year.

G. Regular Term Pick-Up Services

Regular term pick-up services will be determined by the Contract Manager and will commence in year one of the contract. In subsequent years, regular term pick-up services will commence on or around August 15<sup>th</sup> and continue until on or around June 15<sup>th</sup>.

H. Service Reductions

ISD 834 will require service reductions during summer months, holidays, and non-school days such as winter and spring break. MSW and recycling services shall be reduced as directed by the Contract Manager, and services may be requested on an on-call basis.

I. Routine On-Call Services

Upon the request of ISD 834, the contractor shall routinely provide MSW and recycling services on an on-call basis for FEL dumpsters, compactors, and roll-off containers.

For service requests made by ISD 834 before 12:00 noon on Monday through Friday, the contractor shall provide pick-up service the next business day. For service requests made by ISD 834 after 12:00 noon Monday through Friday, the contractor shall provide pick-up service within the next two (2) business days.

J. Extra Pick-Ups

From time to time, ISD 834 may require collection services on days other than regularly scheduled service days. The contractor shall provide extra pick-ups of MSW and recyclable materials as requested by ISD 834. For service requests made by ISD 834 before 12:00 noon on Monday through Friday, the contractor shall provide pick-up service the next business day. For service requests made by ISD 834 after 12:00 noon Monday through Friday, the contractor shall provide pick-up service within the next two (2) business days.

## **B.11 Dumpsters & Roll-Off Containers**

### **A. Contractor Responsibility**

The contractor shall furnish all dumpsters and roll-off containers as requested by ISD 834 and in accordance with this RFP.

### **B. Types of Dumpsters & Roll-Off Containers**

The contractor shall provide new or newly refurbished dumpsters and roll-off containers as specified herein. The contractor may not make any changes in the dumpsters and roll-off containers used, except to comply with the maintenance and replacement requirements in Paragraph B.11.E, without providing written notice to, and obtaining written consent from, the Contract Manager.

### **C. Dumpster Labels**

- (i) All dumpsters provided by the contractor must at all times be labeled to clearly differentiate MSW from single stream recycling dumpsters. Labels must differentiate MSW from recycling dumpsters based on images of acceptable materials on the recycling label; additional information communicating prohibited materials; and must be easy to be seen by school district personnel at least 20 feet away from dumpsters at street level. In addition to labels provided by the contractor, the school district reserves the right to place its own trash and recycling labels on the dumpsters.
- (ii) The contractor shall work with the Contract Manager to determine the specific language and images of recyclable materials to be used, size and placement of all labels. All labeling must be maintained in good condition and updated within thirty (30) days if changes to acceptable recyclable materials occur. The costs for any replacement or updated labels shall be borne by the contractor.
- (iii) All dumpsters must be clearly labeled to display cubic yard volume size. Labels that display cubic yard volume size must be placed on the dumpsters consistently in the same location, for example, on the upper left-hand corner.

### **D. Dumpster or Lid Colors**

All front-end-load dumpsters with plastic lids provided by the contractor are outfitted with two unique dumpster colors or lid colors for: (a) MSW dumpsters; and (b) recycling dumpsters.

### **E. Maintenance & Replacement**

The contractor shall, at no additional cost to ISD 834, maintain all roll-off containers and dumpsters in good working order and provide all maintenance as necessary, including graffiti and odor abatement. All lids and wheels, if applicable, on dumpsters must be fully functional. All dumpsters must have drain plugs in place at all times to prevent leakage. The contractor shall replace any dumpsters lost to theft at no additional cost to ISD 834.

Defective, damaged or missing roll-off containers and dumpsters must be repaired or replaced within seven (7) calendar days of a request from ISD 834.

### **B.12 School District Responsibilities**

- A. ISD 834 will make reasonable efforts to keep access open for contractor's trucks to service dumpsters, compactors, and roll-off containers.
- B. ISD 834 will provide cell phone numbers at all ISD 834 Service Sites for: (1) head engineers; and/or (2) lead custodians.

### **B.13 Pricing, Fees & Taxes**

Except as set forth below, the rates set forth in Section III shall apply to the services provided hereunder. ISD 834 shall pay such rates as full and complete compensation for the services provided by the contractor hereunder.

#### **A. Rate Guarantee**

Rates during Year 1 of the contract shall be guaranteed for each type of MSW and recycling service provided under this contract. However, if the contractor or ISD 834 provides the other party with written, verifiable evidence of any increase or decrease in the Disposal Fee (defined in Paragraph A.6) in Year 1, MSW rates may be adjusted based on mutual written agreement of ISD 834 and the contractor.

#### **B. Rate Increases**

For Year 2 of the contract and each subsequent 12 months, rates for each type of MSW and recycling service provided under this contract may be adjusted by the percentage increase or decrease in the Producer Price Index by Industry: Solid Waste Collection (as defined in Paragraph B.13.C) or a maximum increase of 5%, whichever is less. However, if the contractor of ISD 834 provides the other party with written, verifiable evidence of any increase or decrease in the Disposal Fee after Year 1, MSW rates may be adjusted base on mutual written agreement of ISD 834 and the contractor.

#### **C. Producer Price Index by Industry: Solid Waste Collection**

The Producer Price Index (PPI) measures the average change over time in selling prices received by domestic producers of goods and services. The Produce Price Index by Industry: Solid Waste Collection for this contract is published by the Federal Reserve Bank of St. Louis at <https://fred.stlouisfed.org/series/PCU562111562111>. January 2023 (PPI = 173.971) shall be defined as the reference month for any change in the Producer Price Index by Industry: Solid Waste Collection after the first contract year. The month of January each year thereafter shall be defined as the reference month for subsequent years.

D. Recycling Processing Fee

The processing fee for single stream recyclables includes the:

- (i) Materials recovery facility processing costs; and
- (ii) Market prices for the sale of recyclables.

The contractor shall submit a plan to address fluctuating market prices for the sale of recyclables during the term of this contract.

E. Recycling Contamination Documentation

The contractor shall provide written notice to ISD 834 of the presence of contamination inside a single stream recycling dumpster the contractor is expected to service by:

- (i) Taking a digital photo of the contamination inside the single stream recycling dumpster.
- (ii) Documenting the date and time the digital photo of contamination was taken.
- (iii) Identifying the ISD 834 Service Site where the digital photo of contamination was taken.
- (iv) Sending digital photo, along with a written description of the contamination, via email to the Contract Manager within 24 to 48 hours.

ISD 834 will make reasonable efforts to use recycling contamination documentation provided by the contractor as an educational tool to help school district personnel at the ISD 834 Service Site reduce and eliminate recycling contamination.

F. Recycling Contamination Fee

The following conditions shall be met before the contractor may charge the school district a recycling contamination fee. For each ISD 834 Service Site:

- (i) The first time recycling contamination occurs, the contractor shall not charge a recycling contamination fee and alert ISD 834 to the presence of contamination inside the single stream recycling dumpster and follow the recycling contamination documentation protocol outlined in Paragraph B.13.E.
- (ii) The second time recycling contamination occurs, and for each occurrence thereafter, the contractor may charge a recycling contamination fee on the condition that ISD 834 has been alerted to the presence of contamination inside the single stream recycling dumpster and follow the recycling contamination documentation protocol outlined in Paragraph B.13.E.

(iii) The contractor shall waive the recycling contamination fee a minimum of one (1) time during Year 1 of the contract and for each subsequent 12-month period.

G. Fuel Surcharge or Fee

There shall be no fuel surcharge or fee during the term of this contract.

H. Dumpster Exchange Fee

The contractor may charge an exchange fee for the delivery of new and removal of existing front-end-load dumpsters. There shall be no dumpster exchange fee or any other fee for:

(i) The delivery of dumpsters to start service at the commencement of the contract.

(ii) The removal of dumpsters to end service at the term of the contract.

(iii) The delivery of new dumpsters to replace damaged or obsolete dumpsters, or the removal of such damaged or obsolete dumpsters.

During Year 1 of the contract and for each subsequent 12-month period, the contractor shall waive the dumpster exchange fee at each ISD 834 Service Site for up to one (1) time.

I. Dumpster Overflow Fee

There shall be no dumpster overflow fee during the term of this contract.

J. Roll-Off Container Delivery Fee

There shall be no roll-off container delivery fee during the term of this contract.

K. Other Surcharges or Fees

No other surcharges, fees or charges of any kind may be billed to ISD 834, unless the contractor is required to impose them by a unit of government as stipulated in Paragraph B.13.L.

L. Government-Imposed Taxes, Fees or Charges

The Solid Waste Management Tax (SWMT) imposed by the State of Minnesota and the County Environmental Charge (CEC) imposed by Ramsey and Washington Counties are the only government-imposed fees, charges or taxes that are to be charged to ISD 834. All ISD 834 Service Sites are to be considered commercial or non-residential generators for the purpose of application of the SWMT and CEC.

Should the SWMT imposed by the State of Minnesota and the CEC imposed by Ramsey and Washington Counties be increased or decreased during the term of this contract, or should the contractor be required to collect any new taxes, fee or charges, the contractor

must provide the Contract Manager written notice of which tax, fee or charge is changing, or the nature of the additional tax, fee or charge, the new rate or amount to be applied, and the date on which the change is effective.

M. Pass-Through Disposal Fee

The contractor shall bill the Pass-Through Disposal Fee (Paragraph A.16) applied to the scaled weight of each MSW roll-off container. ISD 834 reserves the right to request scale house tickets to document the delivery of MSW roll-off containers to the Ramsey/Washington Recycling & Energy Center (Paragraph A.18).

N. Service Level Changes

When service frequency, roll-off container, dumpster, or number of roll-off containers or dumpsters are changed at a ISD 834 Service Site, the contractor shall adjust the monthly cost to be invoiced for that service location at the time the new service level is established. When service level changes are implemented within a monthly service period, the monthly cost to be invoiced shall be based on the sum of the cost for the number of service events provided at the old per pick-up rate and the cost for the number of service events provided at the new per pick-up rate in that service month.

**B.14 Payment Terms & Invoices**

A. Terms of Payment

By the 15<sup>th</sup> day of each month, the contractor shall submit an invoice to ISD 834 for the MSW and recycling services provided during the previous month and compensation due for those services. The invoice shall deduct from the amount due any credit due to ISD 834, and the invoice shall include an explanation for the credit. Any invoice containing additional charges for extra pick-ups must be accompanied by documentation of those services in a form acceptable to ISD 834 to support the claim of additional charges. Payment for services shall be made within thirty (30) days of receipt of a complete, detailed and accurate invoice.

Thirty (30) days after the expiration of this contract, all monies due the contractor held by ISD 834 in excess of a sufficient sum retained to cover any claims, verified or otherwise, arising out of this contract, a sufficient sum to meet and discharge the claims of material, equipment, laborers and costs of action and sufficient sum to pay any bills due ISD 834, shall be paid to the contractor.

The contractor shall pay all lawful bills rendered by ISD 834. If the contractor shall fail to pay such bill within thirty (30) days, ISD 834 may deduct the amount thereof from amounts due and owing the contractor.

B. Monthly Invoices

The contractor shall present a single invoice in a Microsoft Excel spreadsheet to the Contract Manager on a monthly basis for services provided to all ISD 834 Service Sites and

compensation due for those services. A draft, customized electronic invoice identifying the format and level of detail required is provided in Appendix C. The school district shall work with the contractor to finalize the format for monthly invoices.

At a minimum, the invoice must state:

1. The name of each service location
2. A unique identification number or code for each service location and, if requested, unique identification numbers assigned to specific containers
3. The service month or other service period being billed
4. A description for each billed or credited amount, including but not limited to:
  - a. The type of service provided (e.g., MSW, recycling, roll-off container, dumpster cleaning, etc.)
  - b. The date(s) of each service provided
  - c. The size of dumpster, roll-off container and compactor serviced
  - d. The service frequency, separately noting on-call, extra pick-up, scheduled service as may pertain
  - e. Any service level changes within the service period and prorated amount being charged
  - f. Any credits applied
  - g. The unit price (e.g., price per cubic yard, haul charge, etc.)
  - h. The amount of each government-imposed fee, charge or tax
5. The total billed amount for each service at each ISD 834 Service Site
6. The total amount due for each ISD 834 Service Site
7. The total amount due for all ISD 834 Service Sites with the total SWMT and total Ramsey and Washington Counties CEC stated separately from total MSW charges
8. The grand total amount due for all ISD 834 Service Sites

Upon request of the school district, any invoice that includes a Pass-Through Disposal Fee amount for MSW delivered in a roll-off container must be accompanied by copies of scale house tickets or other documentation provided by the Ramsey/Washington Recycling & Energy Center detailing, for each Pass-Through Disposal Fee amount, the date the MSW was delivered to the facility and the weight of the MSW delivered.



C. Electronic Invoicing

The contractor shall present invoices to ISD 834 in an electronic format compatible with software used by the Contract Manager. The preference is for invoices to be presented in a Microsoft Excel spreadsheet. Such files are to be locked to disallow editing after receipt but must allow exporting and/or copying and pasting of data by ISD 834 for use for its own purposes, such as tracking billings by ISD 834 Service Site, analyzing costs, and compiling reports.

**B.15 No Pre-Payment**

ISD 834 will not pre-pay for MSW and single stream recycling services provided under this contract.

**B.16 Meetings**

The contractor shall meet with the Contract Manager on an as needed basis, and at the discretion of the school district. Examples of meeting topics include, but are not limited to, seasonal service reductions, right-size services, missed pick-ups and reporting requirements. ISD 834 reserves the right to meet with the contractor when it is in the best interest of the school district.

***Part C. MSW Services Specifications***

**C.1 Contractor's MSW Service Obligations**

In strict accordance with the terms of this contract and at its sole cost and expense, the contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, and transportation services, and maintain all necessary permits and licenses, required to perform MSW hauling and disposal services.

**C.2 MSW Services**

The contractor shall collect, transport, and dispose of all MSW that is placed in roll-off containers, dumpsters or compactors provided by the contractor or owned by ISD 834, including on-call and extra pick-ups as required, and regular reporting on volumes and disposal of MSW. Consistent with Minnesota's Waste Management Act and the Ramsey and Washington County Solid Waste Master Plans, ISD 834 requires that the contractor dispose of its MSW at a waste processing facility for the purpose of recovering energy and recyclables and other beneficially useful materials as the preferred MSW management method.

**C.3 MSW Disposition Requirement**

Pursuant to the Ramsey and Washington County Solid Waste Ordinances, amended to adopt Waste Designation (Paragraph A.24), the contractor shall deposit all MSW collected under this contract at the Ramsey/Washington Recycling and Energy Center as defined in Paragraph A.18.

#### **C.4 Right-Size MSW Services**

- A. The contractor shall assist the school district's efforts to observe utilization of the capacity of MSW roll-off containers and dumpsters and provide feedback to the Contract Manager on consistent under-utilization or overflowing of compactors, roll-off containers and dumpsters.
- B. It should be expected that continual optimization of MSW services (e.g., right-sizing of scheduled pick-ups with the appropriate use of on-call pick-ups) will be required throughout the term of this contract. Right-sizing of MSW service levels may be due in part to a variety of changing demographic and educational program factors at each ISD 834 Service Location including, but not limited to, student enrollment, staffing levels, and educational program offerings such as community education and summer school.
- C. It is anticipated that there will be continued reductions in MSW volumes throughout the term of this contract due to the school district's waste reduction efforts and increased diversion of recyclable materials and food waste from the MSW stream.
- D. MSW container size/capacity and frequency of pick-ups will be determined by the school district.

#### **C.5 Missed Pick-Ups**

If the contractor is not able to provide service to a ISD 834 Service Site as scheduled, the contractor shall notify the Contract Manager by 8:00 a.m. the following business day as to the reason service was not provided. The contractor shall be required to return to a ISD 834 Service Site where service was not provided at no additional cost to ISD 834. When the school district notifies the contractor of a missed pick-up, the contractor must return to the service location and perform the service required on the following business day.

#### **C.6 Documentation Requests**

ISD 834 reserves the right to request documented scale house tickets, routing schedules and any other relevant documentation related to the hauling and disposal of MSW collected from ISD 834 Service Sites under this contract.

#### **C.7 Waste Disclosure**

The contractor shall provide a written disclosure of the final destination of MSW collected under the contract as required in Minn. Statutes Section 115A.9302 and shall provide written disclosure by the date of commencement of services. The contractor shall address the disclosure specifically to the Contract Manager and shall identify the specific destination to which any MSW collected under this contract will be delivered for final disposition.

#### **C.8 Prohibited Waste Materials**

This contract will not include the pick up or removal of Infectious Waste, Pathological Waste, Hazardous Waste, or Special Waste as defined in Minnesota Statutes and Minnesota Solid

Waste Rules, including items such as waste tires, radioactive, corrosive, flammable, explosive waste, computers and other electronic waste, fluorescent lamps, appliances, etc. (collectively, **“Prohibited Waste Materials”**). The Contractor shall provide written notice to ISD 834 of the presence of any such materials inside an MSW roll-off container or dumpster the contractor is expected to service and may elect to not service such containers or dumpsters until these materials are removed by ISD 834.

### **C.9 Right to Reject Prohibited Waste Materials**

The contractor has the right to refuse any load containing any Prohibited Waste Materials. If the school district’s Prohibited Waste Materials are collected into equipment utilized in connection with the services provided or deposited at a disposal or recycling facility, the contractor will give the school district telephonic notice thereof and a reasonable opportunity to remove and dispose of such Prohibited Waste Materials. If the school district elects to remove and dispose of such Prohibited Waste Materials, it shall do so within such time period and under the conditions as the contractor reasonably deems necessary or appropriate in connection with the operation of such equipment or facility, including the preservation of the health and safety of employees. If, after electing to do so, the school district does not remove the Prohibited Waste Materials within such time period, or if the school district’s agent, without further notice to the school district, and the school district shall pay the reasonable, direct costs incurred by the contractor and its subcontractors due to removal, remediation, handling, transportation, delivery and disposal of such Prohibited Waste Materials. Notwithstanding the foregoing, no notice shall be required by the contractor to the school district for the contractor to dispose of Prohibited Waste Materials in emergency situations where, in the contractor’s reasonable judgment, a delay in such disposal could constitute a hazard to such equipment or facility, or any person on, about or near such equipment or facility.

### **C.10 Extra Materials**

The management of any bulky MSW items that are not appropriate to place in a roll-off container or dumpster, empty or not, or which may not be appropriately removed from the ISD 834 Service Site using the vehicle used to the service the site shall be addressed on a case-by-case basis. The Account Manager is responsible for contacting the Contract Manager to arrange collection of such items.

### **C.11 Sanitation**

The contractor shall pick up any spillage around roll-off containers, dumpsters and compactors and keep the premises clean and free of loose refuse. Any materials that fall outside a roll-off container or dumpster during servicing by the contractor must be picked up and placed into the contractor’s collection vehicle or the roll-off container or dumpster.

### **C.12 Dumpster Washing Service**

The contractor shall provide occasional washing services for front-end-load MSW dumpsters as requested by the school district. It is anticipated that services will be requested approximately one time per year for each dumpster.

### **C.13 Compactor Receiver Box Washing Service**

The contractor shall provide occasional off-site washing services for compactor receiver boxes as requested. It is anticipated that services will be requested one to two times per year for each compactor receiver box.

### **C.14 School District MSW Services Responsibilities**

- A. ISD 834 will make reasonable efforts to keep access open for contractor's trucks to service dumpsters, roll-off containers, and compactors.
- B. ISD 834 will provide cell phone numbers at all ISD 834 Service Sites for: (1) head engineers; and/or (2) lead custodians.

## ***Part D. Recycling Services Specifications***

### **D.1 Contractor's Recycling Service Obligations**

In strict accordance with the terms of this contract at its sole cost and expense, the contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, and transportation services and maintain all necessary permits and licenses, required to perform and complete the collection, transportation, processing and marketing of Source Separated Recyclable Materials.

### **D.2 Single Stream Recycling Services**

ISD 834 requires services to support a single stream recycling system comprised of mixed paper and mixed bottles, containers, cans and packaging. Services shall include the collection of single stream recyclables in front-end-load dumpsters with differentiated labels and plastic lid or dumpster colors from MSW dumpsters; (2) the provision, maintenance and repair of front-end-load dumpsters; and (3) collection and transportation of single stream recyclables to a recycling processing facility for the purpose of recycling, including on-call and extra pick-ups as required and regular reporting on volumes and disposition of recyclable materials.

### **D.3 Delivery of Materials**

The contractor shall transport all Source Separated Recyclable Materials collected under this contract to a recycling processing facility, broker, end market or transfer station for the purpose of processing and marketing for recycling. "Recycling" means applications consistent with the definition in Minn. Statutes Section 115A.03, Subd. 25b.

### **D.4 Title to Recyclable Materials**

Title to and all other incidents of ownership of Source Separated Recyclable Materials shall pass to the contractor as soon as the contractor handles such materials. Title to and liability for any Prohibited Waste Materials shall at no time pass to the contractor.

## **D.5 Sanitation**

The contractor shall pick up any spillage around dumpsters, roll-off containers and compactors and keep the premises clean and free of loose refuse. Any materials that fall outside a dumpster, roll-off container or compactor during servicing by the contractor must be picked up and placed into the contractor's collection vehicle or equipment.

## **D.6 Maintaining Source Separated Recyclable Materials**

ISD 834 shall segregate recyclable materials from MSW at its facilities. The contractor shall provide collection equipment as requested by ISD 834 to maintain separation of Source Separated Recyclable Materials. The contractor shall be required to collect recyclable materials using vehicles that maintain the integrity of Source Separated Recyclable Materials. At no time shall the contractor physically blend or commingle Source Separated Recyclable Materials with MSW or any other waste material during collection, transportation and unloading or placing Source Separated Recyclable Materials at a recycling processing facility, broker, end market, transfer station or any other facility.

## **D.7 Changes to Materials Collected**

The contractor shall notify the Contract Manager of: (1) any materials that are considered Source Separated Recyclable Materials which the contractor may market for recycling that are not expressly included in the ISD 834 recycling program; and (2) as market conditions change for specific materials, changes in acceptable and unacceptable materials to be collected for recycling. ISD 834 may request additional materials be collected for recycling if it believes market conditions justify doing so. The contractor shall be responsive in accommodating the school district's request and must provide sound business reasons why it cannot add the materials if that is the case. No materials included in the definition of Single Stream Recyclables in Paragraph A.22 may be deleted without the written agreement of ISD 834.

## **D.8 Documentation Requests**

The contractor shall, upon request, provide evidence of delivery, such as scale house tickets, receipts or other documentation of Source Separated Recyclable Materials delivered to any intermediate and/or final destination for recyclable materials processing and/or marketing.

## **D.9 Processing Facility Performance**

The contractor shall, upon request, provide information on the volume of materials marketed for recycling as a proportion, by weight, of materials received at any recycling processing facility to which Source Separated Recyclable Materials from ISD 834 Service Sites are delivered. Source Separated Recyclable Materials collected under this contract may not be delivered to a recycling processing facility at which this proportion is less than 85% for any three-month period during the term of this contract.

#### **D.10 Right-Size Recycling Services**

- A. The contractor shall assist the school district's efforts to observe utilization of the capacity of recycling roll-off containers, compactors and dumpsters and provide feedback to the Contract Manager on consistent under-utilization or overflowing of recycling collection equipment.
- B. It should be expected that continual optimization (e.g., right-sizing) of recycling services will be required throughout the term of this contract. Right-sizing of recycling service levels may be due in part to a variety of changing demographic and educational program factors at each ISD 834 Service Site including, but not limited to, student enrollment, staffing levels, and educational program offerings such as community education and summer school.
- C. It is anticipated that there will be continued increases in recycling volumes throughout the term of this contract due to the school district's efforts in increased diversion of recyclable materials from the MSW stream.
- D. Recycling container size/capacity and frequency of pick-ups will be determined by the school district.

#### **D.11 Missed Pick-Ups**

If the contractor is not able to provide service to a ISD 834 Service Site as scheduled, the contractor shall notify the Contract Manager by 8:00 a.m. the following business day as to the reason service was not provided. The contractor shall be required to return to a ISD 834 Service Site where service was not provided at no additional cost to ISD 834. When the school district notifies the contractor of a missed pick-up, the contractor must return to the service location and perform the service required on the following business day.

#### **D.12 Dumpster Washing Service**

The contractor shall provide occasional washing services for front-end-load single stream recycling dumpsters as requested by the school district. It is anticipated that services will be requested approximately one time per year for each dumpster.

#### **D.13 Compactor Receiver Box Washing Service**

The contractor shall provide occasional off-site washing services for compactor receiver boxes as requested. It is anticipated that services will be requested one to two times per year for each compactor receiver box.

#### **D.14 School District Recycling Services Responsibilities**

- A. ISD 834 will make reasonable efforts to keep access open for contractor's trucks to service dumpsters, carts, roll-off containers and compactors.

- B. ISD 834 will provide cell phone numbers at all ISD 834 Service Sites for: (1) head engineers; and/or (2) lead custodians.

## ***Part E. General Contract Terms & Conditions***

### **E.1 Compliance with Laws & Other Public Policy**

- A. The contractor, or any subcontractor, shall not act in collusion with any school district agent, employee, or other party, nor shall the contractor lobby or make gifts to any public employee or official in any way connected with this contract or any other matter in which ISD 834 has a direct and substantial interest.
- B. The contractor shall keep itself fully informed of and at all times comply with, all ordinances and regulations and state and federal laws that in any manner affect the work herein specified.
- C. The use and/or reproduction of the ISD 834 name or logo for commercial advertisement and/or promotional purposes without the expressed written authorization of ISD 834 is prohibited.

### **E.2 Cancellation & Termination**

ISD 834 reserves the right to cancel service without penalty (1) for any service issues submitted to the contractor in writing which are not rectified to the school district's standards within five (5) business days, (2) upon written notice to the contractor of the material breach by contractor of this contract which, if capable of cure, has not been cured within five (5) business days after such notice, (3) as provided in Paragraph E5.D.v, (4) upon the bankruptcy, assignment for the benefit of creditors, insolvency or similar event of or affecting the contract, (5) upon a violation of law by the contractor, (6) upon a force majeure event described in the final proviso of Paragraph E.22 or (7) upon 180 days' written notice.

### **E.3 Non-Appropriation Clause**

ISD 834 reasonably believes that budgeted funds will be obtained sufficient to make all payments. However, continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, ISD 834 shall notify the contractor prior to necessary cancellation and no penalty in any form shall be levied against the school district because of cancellation of any part or all of the equipment required by failure of appropriation.

### **E.4 Assignment**

The contractor shall neither assign or transfer any rights or obligations under this contract without the prior written consent of ISD 834.

## E.5 Liability

- A. The contractor shall protect, defend, indemnify, save and hold ISD 834, its officers, agents, representatives and employees harmless from any and all claims, causes of action, obligations, damages and liabilities, including all attorney's fees incurred by ISD 834, arising from (1) the breach or negligent performance of this contract, or the willful misconduct or violation of law, by the contractor or its agents or employees, and (2) any action or claim brought against ISD 834 to the extent that it is based on a claim that all or part of the Materials (as defined in Paragraph E.12) infringe upon the intellectual property rights of another (an "IP Infringement Claim"). This clause shall not be construed to bar any legal remedies the contractor may have for ISD 834's failure to fulfill its obligations pursuant to this contract.
- B. Notwithstanding anything to the contrary in the foregoing provisions of this Paragraph E.5, contractor is not responsible for any loss or damage caused by the inclusion of Prohibited Waste Materials being included in the waste stream.
- C. Contractor's use and disposal of MSW and single stream recycling shall be solely at the contractor's own risk. ISD 834 shall not be liable for, and the contractor expressly waives and releases ISD 834 from and against all liability, loss, expense, claims, liabilities and causes of action now existing or arising in the future, whether the same be known or unknown, anticipated or unanticipated, for all injury to or death of person(s), or loss, damage or destruction of property sustained by the contractor however caused relating to or arising out of the collection or disposal of MSW, SSO, and single stream recycling hereunder.
- D. ISD 834 shall have no liability for any direct, indirect, special, incidental, consequential, or other damages of any description, whether arising out of warranty or other contract, negligence, or other tort, or otherwise related to the collection or disposal of MSW, SSO, and single stream recycling hereunder.

Without limiting the foregoing, the following liquidated damages provisions shall apply hereunder:

- i. The Contract Manager or the Contract Manager's designee shall notify the contractor for each violation of the contract reported to or discovered by the Contract Manager or ISD 834. It shall be the duty of the contractor to take what ever steps may be necessary to remedy the cause of the complaint and notify in writing ISD 834 of its disposition within twenty-four (24) business hours after receipt of complaint.
- ii. If the contractor fails to deliver the supplies or perform the services within the time specified in this contract or any extension(s) thereof, the contractor shall, in place of actual damages, pay liquidated damages to ISD 834.
- iii. The amounts listed below are liquidated damages for losses suffered by to ISD 834. ISD 834 shall notify the contractor of such damages every two weeks. Any case-by-case decision by ISD 834 to waive such liquidated damages does not preclude the



right of ISD 834 to invoke such liquidated damages for the remaining term of the contract.

- iv. The following acts or omissions shall be considered a breach of the contract and for the purpose of computing liquidated damages under these provisions.
  1. \$250 per ISD 834 Service Site for failure to respond to a legitimate service complaint within twenty-four (24) business hours in a reasonable and professional manner.
  2. \$250 per ISD 834 Service Site for failure or neglect to provide notice to the Contract Manager upon refusal to collect MSW, SSO and recycling.
  3. \$1,000 per incident for failure to collect any major material(s) spills (defined as two yards or more of material) by contractor at a ISD 834 Service Site within four (4) hours.
  4. In addition to above, failure or neglect to correct chronic problems will be considered a breach of contract: \$1,000 each instance.

Chronic problems shall be construed to be three (3) or more occurrences of items (1) (2) or (3) immediately above at the same address within any period of six (6) consecutive months whether or not remedied within twenty-four (24) business hours or four (4) hours in the case of spilled materials.

5. \$100 per day per container for failure to repair, clean or replace unsafe container(s) within seven (7) business days after notification or a date mutually agreed upon between the Contract Manager and Account Manager; and/or failure to adhere to the servicing schedule as provided herein. No credit will be provided for early servicing of bins.
6. \$200 per day per container or failure to provide additional container(s) within seven (7) business days after notification or a date mutually agreed upon between the Contract Manager and Account Manager.

## **E.6 Workers' Compensation**

The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The contractor's employees and agents will not be considered ISD 834 employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way ISD 834's obligation or responsibility.

## **E.7 Prevailing Wage**

The contractor shall pay its employees at the prevailing wage rate. See Minnesota Statutes, Sections 177.41 – 177.44 for complete statutory prevailing wage requirements.

Further questions can be directed to the Minnesota Department of Labor and Industry at 651-284-5005. For purposes of this policy, prevailing wage rate shall mean the hourly basic rate of pay plus the contribution for health and welfare benefits and any other economic benefit paid to the largest number of workers engaged in the same class of labor within the area. Wage determination of the U.S. Department of Labor shall serve, wherever applicable, as the standard for compliance with this policy. In no event shall the prevailing wage rate be deemed to be less than a reasonable and living wage. The contractor and any subcontractor shall be liable for failure to adhere to prevailing wage laws.

#### **E.8 Minnesota Statutes §181.59**

The contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment or any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

#### **E.9 Data Disclosure**

- A. The contractor is required by Minnesota Statute §270C.65 to provide a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require contractor to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless one of these numbers is provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.
- B. For any person hired as an independent contractor, except for those persons whose contract is for less than two (2) months with gross earnings of less than Two Hundred Fifty and 00/100 Dollars (\$250.00) per month and for corporations, Minnesota Statute §256.998 requires that his or her social security number and date of birth be submitted to

the Department of Human Services. This information may be used in the enforcement of state and federal child support laws.

#### **E.10 Government Data Practices Act**

- A. The contractor, its sub-contractors and ISD 834 must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by ISD 834 in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the contractor in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by the contractor, its sub-contractors or ISD 834.
- B. In the event the contractor receives a request to release the data referred to in this clause, the contractor must immediately notify ISD 834. ISD 834 will give the contractor instructions concerning the release of the data to the requesting party before the data is released.

#### **E.11 Confidentiality of Information**

All information obtained by the contractor relating to any employee or student of the ISD 834 shall be kept in absolute confidence and shall not be used by the contractor in connection with any other matters nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the ISD 834 policies, State laws and Federal laws governing the confidentiality of records. Notwithstanding the foregoing, any material provided to contractor for disposal shall not be considered Confidential Information.

#### **E.12 Intellectual Property**

- A. The contractor represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract ("MATERIALS") do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names.
- B. If an IP Infringement Claim arises, or in the contractor's or ISD 834 opinion is likely to arise, the contractor shall, at ISD 834 discretion, either procure for ISD 834 the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided under this contract by law.

#### **E.13 Relationship with the School District**

The contractor is retained solely for the purposes, and to the extent, set forth in this contract. The contractor's relationship to the school district during the term of this contract shall be that of an Independent Contractor. The contractor shall have no capacity to involve the school district in any contract, nor to incur any liability on the part of the

school district. The contractor, its agents or employees shall not be considered as having the status or pension rights of a school district employee. The school district shall not be liable for any personal injury to, or death of, the contractor, its agents, or employees.

#### **E.14 Antitrust**

The contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations, which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

#### **E.15 Jurisdiction & Venue**

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Washington County, Minnesota.

#### **E.16 Amendments and Waivers**

No amendment to this contract shall be effective unless in a writing signed by both parties hereto. No waiver under this contract shall be effective unless in a writing signed by the party against whom it is sought to be enforced, no waiver by either party of a breach of any provision of this contract shall operate or be construed as a waiver of any subsequent breach.

#### **E.17 State Audits**

The books, records, documents, and accounting procedures and practices of the contractor and its sub-contractors relevant to this contract shall be subject to examination by ISD 834 and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

#### **E.18 Survival of Terms**

All of the terms which, by their nature, may apply following the expiration, cancellation or termination of this contract shall survive its expiration, cancellation, or termination including, without limitation: E.4 (Assignment); E.5 (Liability); E.9 (Data Disclosure); E.10 (Government Data Practices Act); E.11 (Confidentiality of Information); E.12 (Intellectual Property); E.15 (Jurisdiction & Venue); E.17 (State Audits); and this E.18 (Survival of Terms).

#### **E.19 Insurance**

The contractor shall maintain throughout the term hereof, and prior to the start of this contract shall supply proof to ISD 834 of, insurance in accordance with the following schedule, naming ISD 834 as an additional insured. ISD 834 requires that contractor's insurance be placed only with companies that have achieved at least an "A8" rating with

A. M. Best. The immunity of the contractor shall not be a defense from the insurance carrier.

Types of Coverage	Limits of Liability
Umbrella/Excess Liability over all the policies:	\$1,000,000
1. Workers' Compensation	\$500,000/\$500,000/\$500,000 Employers Liability
2. Employer's Liability	\$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease Each Employee
3. Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate Coverage should be on an occurrence basis with no deductible
4. Business Auto Liability	\$1,000,000 Per Occurrence \$1,000,000 Uninsured/underinsured Motorist Statutory PIP

**E.20 Background Checks**

- A. The contractor shall conduct criminal background checks for all its employees, independent contractors and other agents ("Staff Members") who will have direct contact with children under this contract, prior to such Staff Members providing any services under this contract. Criminal background checks will be obtained by the contractor from the State of Minnesota Bureau of Criminal Apprehension and the county of each Staff Member's residence, or, if such Staff Member has not resided in the current county of the State of Minnesota for at least six (6) months, the next, most recent county and/or state of residence will be checked.
  
- B. Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for ISD 834. The contract shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources at ISD 834 will review the criminal background report and make the final decision as to whether or not the contractor's staff member will be allowed to provide service to ISD 834 under this contract. The contractor must receive written approval from ISD 834 before such staff member will be allowed to provide service under this contract.

**E.21 Covenant Against Contingent Fees**

The contractor warrants that no selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, ISD 834 shall have, in addition to the right to terminate this contract in accordance with Paragraph E.2, the right to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

## **E.22 Force Majeure**

Except for ISD 834's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this contract and shall not be subject to penalties, provided, however, that upon the occurrence of any such event or any material changes related to such event, the contractor shall provide immediate written notice to ISD 834 and provided, further, that if such event lasts more than thirty (30) days, ISD 834 shall be entitled to terminate this contract.

## **E.23 Notices**

All notices, demands and other communications to be given or delivered under this contract shall be in writing and will be deemed to have been given when sent if sent by e-mail (or, if after 5:00pm in the location of the recipient's primary office, then on the next business day) to the email address indicated in Section I above or any other email address for a party provided by such party's authorized representative in accordance with this Paragraph E.24, provided that either (a) receipt of such email is confirmed (i) manually by the recipient, (ii) automatically by the recipient's email system, or (b) such email is promptly confirmed by text message, voicemail, or phone call to the recipient.

## **E.24 Counterparts**

This contract may be executed in one or two counterparts, including by PDF, DocuSign or other facsimile, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

## **E.25 Representations of the Contractor**

- A. The contractor (i) is duly organized, legally existing and in good standing under the laws of its jurisdiction of formation, (ii) has all requisite corporate power and authority to, perform its obligations hereunder and otherwise conduct its business as currently conducted, (iii) is duly qualified to transact business and is in good standing under the laws of the State of Minnesota and every state or jurisdiction in which the nature of its activities or of its properties owned, leased or operated requires such qualification.
- B. The execution, delivery and performance of this contract by the contractor have been duly and validly authorized by all necessary limited liability company action, in accordance with applicable law and the contractor's charter documents. No additional limited liability company or member authorization or consent is required in connection with the execution, delivery and performance by the contractor of this contract. This contract is valid, legally binding and enforceable against the contractor in accordance with its terms.
- C. The execution and delivery of this contract and the performance by the contractor of its obligations hereunder will not: (i) violate any provision of the contractor's charter documents, (ii) violate any applicable laws or order applicable to the contractor, or (iii) require of the contractor any filing with, permit from, authorization, consent or approval of, or the giving of any notice to, any person, entity or governmental agency, or (iv) result in a violation or breach of, or constitute (with or without due notice

or lapse of time or both) a default (or give another party any rights of termination, cancellation or acceleration) under any contract to which the contractor is party.

## SECTION IV. APPENDICES

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### ***Appendix A. ISD 834 Municipal Solid Waste & Single Stream Recycling Service Specifications***

Is a separate attachment to the RFP.

### ***Appendix B. Proposal Forms***

Can be found on page 49 of the RFP.

### ***Appendix C. Draft Invoice***

Is a separate attachment to the RFP.

### ***Appendix D. ISD 834 Photos of Service Sites***

Is a separate attachment to the RFP.



## ***Appendix B: Proposal Forms***

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### **Proposal Forms Include:**

1. Proposal Content Checklist
2. Proposer Questionnaire
3. Recyclable Materials Marketing Plan
4. Letter of Intent to Provide Recyclables Processing Services
5. Written Disclosure of MSW Destination Statement
6. Base Program Preferences Statement
7. Fee Schedule #1: Municipal Solid Waste Front-End-Load Dumpster Services
8. Fee Schedule #2: Municipal Solid Waste Compactor & Roll-Off Container Services
9. Fee Schedule #3: Single Stream Recycling Front-End-Load Dumpster Services
10. Fee Schedule #4: Single Stream Recycling Compactor Services
11. Fee Schedule #5: Scrap Metal Recycling Roll-Off Container Services
12. Acknowledgement of RFP Addenda Receipt
13. Affidavit of Non-Collusion

**Instructions:** All proposal forms provided in this RFP are required to be completed and executed by an official authorized to bind the proposing firm to the proposal offer. All completed proposal forms shall be made a part of the firm's proposal. The same authorized person must sign all proposal forms.

***Failure to Provide the Information Requested in all Proposal Forms  
May Be Cause for Rejection of Proposal as Non-Responsive***

**STILLWATER AREA PUBLIC SCHOOLS  
PROPOSAL CONTENT CHECKLIST**

Proposing Firm Name & Address \_\_\_\_\_

**Instructions:** Check the following items that are relevant to your firm's response and included in your proposal.

- Letter of Transmittal
- Proposal Content Checklist
- Conflict of Interest Statement
- Exceptions Statement
- Proposer Questionnaire
- Recyclable Materials Marketing Plan including a Letter of Intent to Provide Recyclables Processing Services
- Written Disclosure of MSW Destination Statement
- Base Program Preferences Statement
- Fee Schedule #1: Municipal Solid Waste Front-End-Load Dumpster Services
- Fee Schedule #2: Municipal Solid Waste Compactor & Roll-Off Container Services
- Fee Schedule #3: Single Stream Recycling Front-End-Load Dumpster Services
- Fee Schedule #4: Single Stream Recycling Compactor Services
- Fee Schedule #5: Scrap Metal Recycling Roll-Off Container Services
- Acknowledgement of Receipt of RFP Addenda
- Affidavit of Non-Collusion

**STILLWATER AREA PUBLIC SCHOOLS  
PROPOSER QUESTIONNAIRE**

**Instructions:** Please type or print clearly all responses to the questionnaire. Attach additional pages as may be necessary to properly respond to each of the following questions.

**1. Experience & Qualifications (5 points)**

Key Personnel

- a. Provide an organization chart of the key personnel that will serve ISD 834.
- b. List key personnel and their role in providing services under a contract with ISD 834.
- c. Describe key personnel's experience and qualifications.

Account Manager

- d. Specifically identify the Account Manager's experience and qualifications for this contract.

Truck Drivers

- e. Describe the experience and qualifications of the truck drivers providing services under a contract with ISD 834.
- f. Provide minimum driver qualifications and describe driver training programs.

Public School District Experience

- a. Describe experience and qualifications serving public school districts or equivalent.
- b. Provide a minimum of two (2) customer references from public school districts (or equivalent) that received MSW and SSR services, as applicable, from your firm within the last three (3) years. For each reference, provide the customer's name, address, email address, and phone number for a contact person currently available who is familiar with your firm's experience and qualifications in performing services required by this RFP.

**2. Equipment (5 points)**

Describe the equipment to be used to perform the proposed services as required by this RFP:

Municipal Solid Waste

- a. The type (e.g., front-end-load, side load, roll-offs, etc.) and number of trucks to perform MSW collection and hauling services, including make, model, capacity, and gross weight for each.

### Single Stream Recycling

- b. The type (e.g., front-end-load, side load, etc.) and number of trucks to perform SSR collection and hauling services, including make, model, capacity, and gross weight for each.

### Technology

- c. Technology on trucks (e.g., electronic, digital, etc.) that would enhance service efficiency and communications with the school district.
- d. Driver route sheets or software, including collection records and logs

### **3. Customer Service Standards and Practices (15 points)**

Describe your firm's customer service standards and practices, as they would apply to performing the following proposed services required by this RFP:

#### Dedicated Customer Service

- a. Describe how your firm will provide ISD 834 dedicated customer service on a daily basis.
- b. How will your firm ensure that ISD 834 customer service requests will get to the right persons within your firm, and your firm's responsiveness to ISD 834 customer service requests as outlined in this RFP?

#### Responsiveness to Service Requests

- c. Describe how your firm will be responsive to ISD 834 service requests, including flexibility in service schedules.
- d. Please provide an actual example of how you have been responsive to the service requests of a comparable public school district located within the Twin Cities.

#### Responsiveness to Service Complaints

- e. Describe how your firm will be responsive to ISD 834 service complaints, such as missed pick-ups, late pick-ups or pick-ups occurring at inconsistent times of the day.
- f. Include the method(s) of communication your firm will use to respond to ISD 834 service complaints.
- g. Please provide an actual example of how your firm responded to a comparable public school district's service complaints.

#### Response to Late Set-Out of Materials

- h. Describe how your firm will be responsive to ISD 834 late set-out of materials, such as recycling carts or interior dumpsters set out late for pick-ups.
- i. Include the method(s) of communication your firm will use to let ISD 834 know when the driver will return for pick-ups.

#### Response to Blocked Access

- j. Describe how your firm will respond to blocked access of equipment, such as dumpsters and recycling carts, at ISD 834 Service Sites.
- k. Include the method(s) of communication your firm will use to let ISD 834 know when the driver will return for pick-ups.

#### Problem Solving

- l. Please provide an actual example of how your firm used creativity and innovation in solving a service problem for a comparable public school district your firm serves.
- m. Please provide an actual example of how lessons learned from past efforts to provide public school district MSW, SSO and/or recycling services have resulted in improved customer service.

#### **4. Customized Customer Services (15 points)**

Describe your firm's ability and/or experience in providing the following customized customer services.

#### Right-Sizing Services & Costs

For at least one commercial customer with a service scope similar to this RFP, provide:

- a. An actual example of your firm's ability to take initiative and help a public school district increase diversion from MSW (e.g., single stream recycling, source separated organics, etc.) and develop right-sizing solutions.
- b. An actual example of how your firm helped a comparable public school district reduce MSW and/or recycling services costs.

#### Time-of-Day Service

Describe your firm's ability to:

- a. Work with ISD 834 to develop ideal pick-up times for MSW and recycling at each Service Site that avoids bussing, school start times, parent drop-off times, and parent pick-up times.
- b. Consistently empty front-end-load dumpsters at the same time of day, within a variance of not more than one (1) hour at each Service Site.

#### Saturday Service

From time-to-time, ISD 832 may require MSW and recycling front-end-load dumpster services on a Saturday. Saturday service would be considered a request for an extra pick-up for MSW and recycling.

- a. Describe your firm's ability to empty front-end-load MSW and recycling dumpsters on Saturdays.
- b. How much notice from ISD 832 does your firm require to provide a Saturday pick-up?
- c. In addition to an extra pick-up charge, would your firm charge ISD 832 a Saturday service charge?
- d. If yes, how much would you charge ISD 832 for a Saturday service charge?

#### Customized Invoices

Describe your firm's plan for:

- a. Customizing monthly invoices for customers as described in Paragraphs B.14.B, B.14.C and Appendix C.
- b. Working one-on-one with customers to customize invoices.

If your firm does not plan to provide a customized monthly invoice in a Microsoft Excel spreadsheet:

- a. Describe the alternative format your firm proposes to use and how it will provide the level of detail illustrated in draft form in Appendix C.
- b. Include an example of this alternative invoice format in your firm's proposal.

#### Invoice Payments by Credit Card

Describe your firm's ability to:

- e. Accept credit card payments without charging a service fee.
- f. Receive auto-payments from ISD 834.

### **#5. RECYCLABLE MATERIALS MARKETING PLAN (15 points)**

#### **a. Recyclable Materials Processing and Marketing Experience and/or Arrangements**

Describe your firm's experience and qualifications in recyclable materials handling, processing, storage, transporting and marketing of materials generated from school districts in Minnesota. If arrangements with one or more third party vendors will be used for recyclable materials processing and marketing, please provide the experience and qualifications for each vendor.

**b. Indicate which materials are acceptable and unacceptable in your single stream recycling service**

	<i>Acceptable</i>	<i>Unacceptable</i>	<i>Comments</i>
<b>PAPER</b>			
Newspaper			
Corrugated cardboard			
Boxboard – paperboard			
Pizza delivery boxes			
Office paper			
Magazines			
Mixed paper			
Phone books			
Hard cover books			
Soft cover books			
Shredded paper			
Notebooks (spiral bound)			
Molded fiber packaging (see Figure 1 below)			
Other (describe)			
Other (describe)			
<b>METALS</b>			
Aluminum cans			
Steel cans			
Aluminum foil			
Aluminum baking pans			
Scrap metal			
Other (describe)			

	<i>Acceptable</i>	<i>Unacceptable</i>	<i>Comments</i>
<b>PLASTICS</b>			
#1 PET bottles			
#1 PET containers			
#2 HDPE bottles			
#2 HDPE containers			
#3 PVC			
#4 LDPE			
#5 PP bottles			
#5 PP containers			
#6 PS (e.g., “Styrofoam”)			
#7 mixed plastics			
Black plastics			
Other (describe)			
Other (describe)			
<b>GLASS</b>			
Glass bottles & jars			
<b>CARTONS</b>			
Milk cartons (gable-top)			
Juice, soup, broth boxes (aseptic box)			

<b>OTHER</b>			
Freezer boxes			
Flexible packaging			
Other (describe)			
Other (describe)			

**Figure 1. Example of Molded Fiber Packaging**



**c. Please describe any additional recyclable materials your firm will accept (not listed in b. above)**

**d. Plan to Address Fluctuating Market Prices for Recyclables**

The contractor shall submit a plan to address fluctuating market prices for the sale of recyclables during the term of the contract. The plan must clearly define an itemized formula to calculate the processing fee for recyclables and any rate adjustments that may be imposed due to a change in the market prices for recyclable materials.



## E. LETTER OF INTENT TO PROVIDE RECYCLABLES PROCESSING SERVICES

**Instructions:** The following is a sample letter of intent from a recyclables processing facility to the Proposer to indicate that adequate processing and marketing capacity has been planned and that the parties have agreed to enter into a subcontract, if applicable, if the Proposer is awarded the Stillwater Area Public Schools contract.

If more than one recyclables processing facility will process and market recyclables, provide a letter of intent for each facility.

### SAMPLE LETTER

To:

From:

Date:

We are pleased to submit this letter of intent to indicate our willingness to enter into a subcontract with (Proposer) if (Proposer) is awarded the new Stillwater Area Public Schools (ISD 834) recycling services contract. We have reviewed the RFP terms, conditions and specifications and understand the requirements of the draft ISD 834 contract. Our facility located at (address, city) has adequate recyclables processing and marketing capacity to handle the estimated volumes of recyclables specified in the RFP during the original three-year term of the contract.

We understand that the proposed subcontract with (Proposer) may require scale house tickets be provided to the (Proposer) to verify that the school district's recyclables have been delivered to our facility.

We understand that the proposed subcontract with (Proposer) shall require that ISD 834 or its representatives shall be allowed to inspect our facility with adequate notice to verify that the school district's recyclables are being processed pursuant to the draft ISD 834 contract, State Statutes and Washington County policies.

\_\_\_\_\_  
Signature of person authorized to sign this letter of intent on behalf of the recycling processing facility.

\_\_\_\_\_  
Date

## #6. WRITTEN DISCLOSURE OF MSW DESTINATION STATEMENT

Proposers shall provide a written disclosure of the final destination of MSW collected under this contract as required in Minn. Statutes, Section 115A.9302.

## #7. BASE PROGRAM PREFERENCES STATEMENT (5 points)

1. Describe how you will:
  - a. Visually differentiate MSW and SSR dumpsters through color-coded dumpsters or plastic lids. That is, describe how all front-end-load dumpsters provided under this contract are outfitted with two unique colors: (a) a lid or dumpster color for MSW dumpsters; (b) and a lid or dumpster color for SSR dumpsters.
  - b. Place labels on all front-end-load dumpsters that clearly differentiate MSW and SSR dumpsters. Labels must differentiate MSW from SSR dumpsters based on images of acceptable materials on the respective labels; additional information communicating prohibited materials; and must be easy to be seen by school district personnel at least 20 feet away from dumpsters at street level. Proposers may submit label examples or draft label mock-ups in their proposals.
  - c. Place labels on all front-end-load dumpsters that clearly display cubic yard volume size. Labels that display cubic yard volume size must be placed on the front of dumpsters consistently in the same location; for example, on the upper left-hand corner.
2. Describe the type(s) of locks you will provide on front-end-load dumpsters, when specified in Appendix A. While the school district's preference is as gravity lock, please describe alternative lock option(s), if appropriate.

**PRICE PROPOSAL  
(40 points)**

**FEE SCHEDULE #1**

**Stillwater Area Public Schools**

**Municipal Solid Waste  
FRONT-END-LOAD DUMPSTER SERVICES**

MSW front-end-load (FEL) dumpster collection and transportation services shall commence at ISD 834 Service Sites as specified in Appendix A. MSW shall be disposed of at the Ramsey/ Washington Recycling & Energy Center as defined in Paragraph A.18. For the purpose of calculating the district-wide MSW price per cubic yard:

2023 Pass-Through Disposal Fee is \$103.00 Per Ton

**TIER 1**

ISD 834 does not operate a Food-to-Hogs program, and food and beverage waste are not diverted from the MSW stream.

Fees Exclude State & County Government Taxes, Fees or Charges				
MSW District-Wide Price/Cubic Yard <sup>1</sup>	MSW Disposal Fee % of Price/Cubic Yard <sup>2</sup>	MSW On-Call/Extra Pick-Up Charge <sup>3</sup>	MSW Dumpster Cleaning Fee	MSW Dumpster Exchange Fee
\$ _____ per cubic yard	_____ %	\$ _____ per pick-up	\$ _____ per dumpster	\$ _____ per dumpster

**TIER 2**

ISD 834 operates a Food-to-Hogs program, and food and beverage waste are diverted from the MSW stream.

Fees Exclude State & County Government Taxes, Fees or Charges				
MSW District-Wide Price/Cubic Yard <sup>1</sup>	MSW Disposal Fee % of Price/Cubic Yard <sup>2</sup>	MSW On-Call/Extra Pick-Up Charge <sup>3</sup>	MSW Dumpster Cleaning Fee	MSW Dumpster Exchange Fee
\$ _____ per cubic yard	_____ %	\$ _____ per pick-up	\$ _____ per dumpster	\$ _____ per dumpster

## FEE SCHEDULE #1

### FOOTNOTES

<sup>1</sup>**Price per cubic yard** includes all inherent costs including, but not limited to profit and overhead, permits, licenses, insurance costs, Pass-Through Disposal Fee, equipment costs, fuel and transportation costs.

<sup>2</sup>**When the Pass-Through Disposal Fee increases or decreases**, the Disposal Fee Margin is the % of the price per cubic yard that is increased or decreased.

Example	New MSW District-Wide Price Per Cubic Yard
<p>MSW district-wide price per cubic yard is \$3.00</p> <p style="text-align: center;">Disposal Fee Margin is 30%</p> <p>Pass-Through Disposal Fee increases 10%</p>	<p style="text-align: center;"><math>\\$3.00 \times .30 = \\$0.90</math> disposal costs</p> <p style="text-align: center;"><math>\\$3.00 - \\$0.90 = \\$2.10</math> all other costs</p> <p style="text-align: center;"><math>\\$0.90 \times 1.10 = \\$0.99</math> (10% increase in disposal fee)</p> <p style="text-align: center;"><math>\\$2.10 + \\$0.99 = \\$3.09</math></p>

**When the Producer Price Index (PPI) for Solid Waste Collection increases or decreases**, (1 minus the Disposal Fee Margin) is the % of the price per cubic yard that is increased or decreased.

Example	New MSW District-Wide Price Per Cubic Yard
<p>MSW district-wide price per cubic yard is \$3.09</p> <p style="text-align: center;">Disposal Fee Margin is 30%</p> <p>PPI for Solid Waste Collection increases 2%</p>	<p style="text-align: center;"><math>\\$3.09 \times (1 - 0.30) = \\$2.16</math> all other costs</p> <p style="text-align: center;"><math>\\$3.09 \times .30 = \\$0.93</math> disposal costs</p> <p style="text-align: center;"><math>\\$2.16 \times 1.02 = \\$2.20</math> (2% increase in PPI)</p> <p style="text-align: center;"><math>\\$2.20 + \\$0.93 = \\$3.13</math></p>

In this example, the overall price increase is from \$3.00 to \$3.13 a cubic yard, which is 4.33%.

<sup>3</sup>**For service on days other than regularly scheduled service days**, the cost shall be:

The price per cubic yard x the number of cubic yards per dumpster + the on-call/extra pick-up charge.

**FEE SCHEDULE #2**

**Stillwater Area Public Schools**

**Municipal Solid Waste  
COMPACTOR & ROLL-OFF CONTAINER SERVICES**

MSW roll-off container services shall commence at ISD 834 Service Sites as specified in Appendix A. MSW shall be disposed of at the Ramsey/ Washington Recycling & Energy Center as defined in Paragraph A.18. For the purpose of calculating the district-wide MSW price per cubic yard:

2023 Pass-Through Disposal Fee is \$103.00 Per Ton

**MSW ROLL-OFF CONTAINERS**

Various ISD 834 Service Sites

<b>Fees Exclude State &amp; County Government Taxes, Fees or Charges</b>		
<b>Equipment Type</b>	<b>Haul Charge<sup>1</sup></b>	<b>Container Rental Fee</b>
10 cubic yards		Yes or No  If Yes, Explain  \$ _____
20 cubic yards		Yes or No  If Yes, Explain  \$ _____
30 cubic yards		Yes or No  If Yes, Explain  \$ _____
40 cubic yards		Yes or No  If Yes, Explain  \$ _____

<sup>1</sup>There shall be no roll-off container delivery fee during the term of this contract.

**FEE SCHEDULE #2**

**Stillwater Area Public Schools**

**Municipal Solid Waste  
COMPACTOR & ROLL-OFF CONTAINER SERVICES**

**MSW COMPACTORS**

For this potential future service, make the following assumptions: (1) the school district owns the compactor; (2) and the compactor locations are two high schools and two middle schools.

<b>Fees Exclude State &amp; County Government Taxes, Fees or Charges</b>		
<b>Equipment Type</b>	<b>Haul Charge</b>	<b>Receiver Box Cleaning Fee</b>
Self-Contained Compactor 30 cubic yards	\$ _____	\$ _____

**FEE SCHEDULE #3**

**Stillwater Area Public Schools**

**Single Stream Recycling  
FRONT-END-LOAD DUMPSTER SERVICES**

Single stream recycling front-end-load (FEL) dumpster collection and transportation services shall commence at ISD 834 Service Sites as specified in Appendix A.

<b>Fees Exclude State &amp; County Government Taxes, Fees or Charges</b>					
<b>Recycling District-Wide Price/Cubic Yard<sup>1</sup></b>	<b>Recycling Processing Fee % of Price/Cubic Yard<sup>2</sup></b>	<b>Recycling Contamination Fee</b>	<b>Recycling On-Call/Extra Pick-Up Charge<sup>3</sup></b>	<b>Recycling Dumpster Cleaning Fee</b>	<b>Recycling Dumpster Exchange Fee</b>
\$ _____ per cubic yard	_____ %	\$ _____ per cubic yard	\$ _____ per pick-up	\$ _____ per dumpster	\$ _____ per dumpster

**FEE SCHEDULE #3  
FOOTNOTES**

<sup>1</sup>**Price per cubic yard** includes all inherent costs including, but not limited to profit and overhead, permits, licenses, insurance costs, equipment costs, fuel, transportation costs and recyclables processing fee.

<sup>2</sup>**When the Recycling Processing Fee increases or decreases**, the Processing Fee is the % of the price per cubic yard that is increased or decreased.

Example	New Recycling District-Wide Price Per Cubic Yard
Recycling district-wide price per cubic yard is \$3.00	$\$3.00 \times .30 = \$0.90$ recyclables processing costs $\$3.00 - \$0.90 = \$2.10$ all other costs
Processing Fee is 30% of price per cubic yard	$\$0.90 \times 1.10 = \$0.99$ (10% increase in processing fee)
Recyclables Processing Fee increases 10%	$\$2.10 + \$0.99 = \$3.09$

**When the Producer Price Index (PPI) for Solid Waste Collection increases or decreases**, (1 minus the Processing Fee %) is the % of the price per cubic yard that is increased or decreased.

Example	New Recycling District-Wide Price Per Cubic Yard
Recycling district-wide price per cubic yard is \$3.09	$\$3.09 \times (1 - 0.30) = \$2.16$ all other costs $\$3.09 \times .30 = \$0.93$ processing costs
Processing Fee is 30% of price per cubic yard	$\$2.16 \times 1.02 = \$2.20$ (2% increase in PPI)
PPI for Solid Waste Collection increases 2%	$\$2.20 + \$0.93 = \$3.13$

In this example, the overall price increase is from \$3.00 to \$3.13 a cubic yard, which is 4.33%.

<sup>3</sup>**For service on days other than regularly scheduled service days**, the cost shall be:

The price per cubic yard x the number of cubic yards per dumpster + the on-call/extra pick-up charge.

**FEE SCHEDULE #4**

**Stillwater Area Public Schools**

**Single Stream Recycling  
COMPACTOR SERVICES**

For this potential future service, make the following assumptions: (1) the school district owns the compactor; (2) the contractor owns the receiver box; and (3) the compactor locations are two high schools.

<b>Fees Exclude State &amp; County Government Taxes, Fees or Charges</b>				
<b>Equipment Type</b>	<b>Recycling Processing Fee Per Ton</b>	<b>Haul Charge</b>	<b>Receiver Box Rental Fee</b>	<b>Receiver Box Cleaning Fee</b>
Stationary Compactor 40 cubic yards	\$_____	\$_____	\$_____	\$_____



**FEE SCHEDULE #5**

**Stillwater Area Public Schools**

**Scrap Metal Recycling  
ROLL-OFF CONTAINER SERVICES**

For this potential future service, make the following assumptions: the scrap metal roll-off container is located at Grounds, 5437 Stillwater Boulevard N, Stillwater, MN 55082.

<b>Fees Exclude State &amp; County Government Taxes, Fees or Charges</b>			
<b>Container Size</b>	<b>Haul Charge<sup>1</sup></b>	<b>Container Rental Fee Yes or No</b>	<b>Recycling Rebate Yes or No</b>
10 cubic yards		Yes or No  If Yes, Explain  \$ _____	
20 cubic yards		Yes or No  If Yes, Explain  \$ _____	
30 cubic yards		Yes or No  If Yes, Explain  \$ _____	
40 cubic yards		Yes or No  If Yes, Explain  \$ _____	

<sup>1</sup>There shall be no roll-off container delivery fee during the term of this contract.

**ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA**

**Instructions:** Proposers shall acknowledge receipt of addenda to the Stillwater Area Public Schools RFP for MSW and SSR services with a signature. The provision to acknowledge up to three (3) addenda is included in the form but does not mean that three (3) addenda will be issued.

**No addenda were issued:** \_\_\_\_\_

**Addendum #1** \_\_\_\_\_

**Addendum #2** \_\_\_\_\_

**Addendum #3** \_\_\_\_\_

## AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership) or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the information provided in this proposal is true, accurate and complete, and I have the authority to submit this proposal, which will become a binding contract if accepted by Stillwater Area Public Schools;
3. That the attached proposal has been arrived at by the responder, independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent pricing or competition;
4. That the contents of the proposal has not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal or to any official opening the proposal;
5. That I have not made any agreement with nor offered/accepted anything of value to/from an official or employee of Stillwater Area Public Schools that would tend to destroy or hinder free competition; and
6. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Firm name \_\_\_\_\_

Firm address \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_