

***Request for Proposals***  
***for***  
***Scrap Metal Recycling Services***

***August 16, 2019***

***City of Sioux Falls, South Dakota***

***Proposal Request No. 19-0119***

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# Request for Proposals for Scrap Metal Recycling Services

## Section 1 Introduction and Instructions

### 1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified contractor for scrap metal recycling services.

### 1.02 Contact Person, Telephone, and Email

David Dekker, Business Analyst, Finance department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

David Dekker, Business Analyst, Finance department

Phone: 605-367-8833

Email: [ddekker@siouxfalls.org](mailto:ddekker@siouxfalls.org)

### 1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The *approximate* RFP schedule is as follows:

- RFP issued: August 16, 2019.
- Deadline for questions: August 29, 2019.
- Proposals due: September 12, 2019.
- Review of proposals: September 13–23, 2019.
- Contract award: Week of September 23, 2019.
- Execute contract: October 25, 2019.

## 1.04 Return Mailing Address and Deadline for Receipt of Proposals

Contractors must submit one (1) original hard copy (marked "Original") and a portable USB drive containing your proposal in electronic form. You may substitute additional three (3) hard copies of the proposal in a sealed envelope or package in place of the portable USB drive.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls City Hall, Ground Floor  
Attention: David Dekker  
Scrap Metal Recycling Services  
RFP No. 19-0119  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

Proposals must be received by the Customer Service Counter at the location specified no later than **2 p.m., Central standard time, on September 12, 2019**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Contractors assume the risk of the method of dispatch chosen. The City of Sioux Falls ("City") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A contractor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

## 1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing (email) to David Dekker, Business Analyst, at [ddekker@siouxfalls.org](mailto:ddekker@siouxfalls.org). Answers to questions will be posted to the City's website. The deadline for questions is 12 noon, Central standard time, Thursday, August 29, 2019.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the contractors. No addenda will be issued after 5 p.m., Wednesday, September 4, 2019.

Responding contractors are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting contractor.

## **Section 2 Scope of Work**

### **2.01 Introduction**

The City of Sioux Falls operates a regional landfill serving the counties of Minnehaha, Lincoln, McCook, Turner, and Lake in southeastern South Dakota. In order to extend the life of the landfill, the City of Sioux Falls is searching for a scrap metal recycler to recycle all appliance and miscellaneous scrap at the Sioux Falls Regional Sanitary Landfill and at various City departments throughout Sioux Falls.

### **2.02 Scope of Services**

The City of Sioux Falls wants to retain a contractor to recycle all appliance scrap metal and various miscellaneous ferrous and nonferrous scrap metals throughout the city. The contractor shall be actively involved in the scrap metal recycling field for at least five consecutive years and shall be knowledgeable of recycling markets, processes, and procedures. The contractor shall furnish appropriate recycling baler for the appliance recycling and miscellaneous scrap containers where needed. The contractor shall remove the scrap when directed by the Landfill staff or other City departments and provide an accurate weight of recyclables.

### **2.03 Scope of Work**

The contractor shall understand and agree that no quantity of service is guaranteed under the contract and that the City of Sioux Falls does not guarantee that the contractor's services will be utilized to any degree.

The contractor shall provide for appliance/scrap metal processing for appliance and scrap metal at the City of Sioux Falls and Sanitary Landfill. These materials shall include the following:

#### **List 1**

Clothes washers	Microwave ovens
Clothes dryers	Ranges
Dishwashers	Stoves
Water heaters	Air conditioners
Residential furnaces	Dehumidifiers
Garbage disposals	Refrigerators and freezers
Trash compactors	Alternate gas-cooled appliances
Conventional ovens	

#### **List 2**

Miscellaneous scrap metal, ferrous and nonferrous

This listing may not be all-inclusive.

The appliances and scrap metal shall be stockpiled at the City of Sioux Falls Regional Sanitary Landfill located approximately five miles west of the city of Sioux Falls. The appliances must be removed from the site a minimum five times per year or at other frequencies to be agreed upon by the Sanitary Landfill Superintendent, Landfill Operations Manager, or other designated City employee. The City would also require four or five 20-yard containers (roll-offs) to be placed at various City departments that would be emptied within a week of being contacted by the City. All containers must be compatible with a Galbreath Hook Hoist Model U5-HK-174.

The City of Sioux Falls Regional Sanitary Landfill will have removed the chlorofluorocarbon (CFCs or Freon) from the appliances. Printed circuit boards (PCBs) and mercury switches may still exist in some of the appliances.

The processing of major appliances shall at minimum include the following:

1. Recycling or reuse of the metal included in the appliances.
2. The proper disposal of appliance components that cannot be recycled or reused.

The contractor shall weigh all appliances and scrap metal processed through the certified scale at the City of Sioux Falls Regional Sanitary Landfill. Payment for materials processed shall be based on the weight of the appliances and type of scrap metal processed.

Along with the payment, the contractor must submit a copy of all weight receipts and supporting regional market data declaring the market price given for each load of appliance scrap and miscellaneous scrap processed.

The successful contractor must be properly licensed by the county or City, be insured as stated in Section 2.10, and comply with all local, state, and federal laws regarding minimum wages and discrimination.

The successful contractor shall furnish to the City proof of all current and necessary permits held by them and which may be required under this agreement if requested by the City.

## **2.04 Environmental Impairment**

The successful contractor, at their expense, shall comply with all applicable laws, regulations, rules, and orders including, but not limited to, federal, state, and local regardless of when they become or became effective and furnish satisfactory evidence of such compliance to City upon request.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the premises due to contractor's use and occupancy thereof, the successful contractor, at its expense, shall be obligated to clean all property affected thereby to the satisfaction of the City (insofar as the property owned and controlled by City is concerned) and any governmental body having jurisdiction thereover.

## **2.05 Assignment**

Neither party shall assign, sublet, transfer, nor convey this agreement or any other monies due or to become due to it hereunder without the prior consent of the other.

## **2.06 Subcontracting**

If it is necessary for the awarded contractor to subcontract personnel and equipment, subcontractor is required to meet all applicable federal and state regulations.

## **2.07 Safety**

The successful contractor must perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the successful contractor's personnel and equipment shall comply with all safety requirements set forth in state, federal, and local laws and regulations and shall ensure that agents, employees, and subcontractors perform the work in a safe manner.

## **2.08 Quality Assurance**

### **Transportation:**

Transportation will be provided by the successful contractor or by a carrier under contract to the successful contractor. All vehicles used to transport the City's scrap metal will be properly permitted and licensed to haul appliance and scrap metal. All scrap metal will be transported to the appropriate facility in accordance with all DOT and state transportation regulations. Carriers shall have certifiable records of good shipping practices, which may be checked through local Department of Transportation (DOT) authorities.

### **Personal Protective Equipment:**

All site work conducted as part of this contract shall be done in strict adherence to all current OSHA Standards including, but not limited to, 1910.120, as amended.

## **2.09 Indemnification**

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the contractor during the contractor's performance of the agreement or any other agreements of the contractor, entered into by reason thereof. The contractor shall indemnify and defend the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the contractor, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The

indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

## **2.10 Insurance Requirements**

The contractor shall secure the insurance specified below. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The contractor will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the City harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

## **2.11 Cost Proposal**

Contractor shall submit a cost proposal based on the current daily regional market scrap or mill price minus (-) the variance charge (contractor's overhead costs) for the different types of scrap metal processed as listed in Section 2.03, Scope of Work.



## 2.12 Contract Term

The City plans to enter into a three-year agreement with two 1-year optional extension years.

## 2.13 Contract Award

It is the City's intent to enter into a contract with a contractor who best demonstrates the ability to provide scrap metal recycling services for the City of Sioux Falls.

## 2.14 Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

# Section 3 Proposal Format and Content

## 3.01 Submittal Requirements

In addition to detailed methodology and pricing, as outlined in Section 2.11, the submittal must contain the following information:

1. **Cover Letter.** Provide name and address of the contractor and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the work. Provide a statement indicating your ability to provide timely services and meet the requirements listed in the Scope of Work. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your contractor.

The cover letter **must be signed** by a duly authorized official of the contractor. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

2. **Project Team Experience and Available Equipment.** Contractor shall furnish a list of personnel and their training, equipment, and resources the contractor owns that they will utilize to fulfill this proposal.
3. **References.** Contractor shall provide a list with contact information of agencies that have requested your services. Please provide at a minimum two references.
4. **Recycling Facility.** Contractor must identify where the appliance and scrap metal will be delivered for final recycling and or processing.

5. **Ability to Perform.** Contractor shall provide a detailed description and methods used to meet all the requirements of the Scope of Work.
6. **Financial Requirement.** The contractor shall provide financial information in such a manner that a determination about the stability and financial strength of the organization can be reasonably formulated. This must include, but not be limited to, company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, audited financial statements for the most recent two years, and other information that is relevant to this RFP. The City reserves the right to contact the accounting firm if questions arise.

Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which may materially affect the viability or stability of the contractor's organization or certify that no such condition is known to exist.

A confidentiality statement may be included if this portion is considered nonpublic information. The City may request reports on financial stability from independent financial rating services in order to further substantiate stability.

## **Section 4 Review of Proposals and Selection of Finalists for Interviews**

### **4.01 Selection Criteria**

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified contractor to provide services for the City. Selection criteria will be based on:

#### **Evaluation Criteria (100-Point Potential Score)**

- Capability of contractor to perform the work as stated in Section 2.03, Scope of Work: 25 pts.
- Qualifications and experience of contractor: 15 pts.
- Understanding of the work: 15 pts.
- Cost proposal: 30 pts.
- Ability to provide additional roll-offs (minimum of five 20-yard containers) compatible with City landfill hook trucks to be placed at various City-owned locations: 15 pts.

Upon review of the proposals, the City will score the proposals. The highest ranking contractor may be asked to enter into contract negotiations with the City of Sioux Falls. If an agreement cannot be reached with the highest ranked contractor, the City may move to

the next highest ranked contractor. The same process will be repeated with the other ranked contractors if no such agreement can be reached. The City of Sioux Falls reserves the right to not select a contractor as part of this process if an agreement cannot be reached or for any other reason.

#### **4.02 Special Conditions**

Excluding proprietary information, the successful contractor's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting contractors not awarded the contract are nonpublic records and will remain confidential.

### **Section 5 Standard Proposal Information**

#### **5.01 Authorized Signature**

An individual authorized to bind the contractor to the provisions of the RFP must sign all proposals.

#### **5.02 City Not Responsible for Preparation Costs**

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

#### **5.03 Conflict of Interest**

Contractors must disclose any instances where the contractor or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contractor's proposal. The City's determination regarding any questions of conflict of interest is final.

#### **5.04 Contractor's Certification**

By signature on the proposal, the contractor certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the contractor and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any contractor fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **5.05 No Contact Policy**

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the contractor from this procurement.

### **5.06 Proposal as Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **5.07 Special Conditions**

The City of Sioux Falls reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Sioux Falls, South Dakota.

The City reserves the right to:

- Amend, modify, or withdraw this RFP.
- Revise any requirements under this RFP.
- Require supplemental statements of information from any responding party.
- Extend the deadline for submission of responses hereto.
- Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- Waive any nonconformity with this RFP.
- Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked contractor.
- Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

## 5.08 General Conditions

1. **Federal Tax ID Number:** Each bidder shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
2. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the Purchasing Manager to discuss the basis for an award. Venue and jurisdiction for any appeals from the award decision are in the South Dakota Circuit Court in Minnehaha County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with South Dakota law.
3. **Civil Rights Requirements:** The successful bidder shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the successful bidder is guilty of discrimination, this invitation for bid may be terminated in whole or in part by the City and the successful bidder shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the invitation for bid so terminated or canceled.

Should the Sioux Falls Human Relations Commission in a proceeding brought as provided by the Code of Ordinances of Sioux Falls, SD, find that the successful bidder has engaged in discrimination in connection with this invitation for bid and issue a cease and desist order with respect thereto, the City shall withhold up to 15 percent of the contract price until such time as the Commission's order has been complied with or the successful bidder has been adjudicated not guilty of such discrimination.

The successful bidder will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.