



Teton County Solid Waste and Recycling Request for Bids - Scrap Metal Recycling Services

1) Purpose of Request:

The County of Teton in the State of Idaho (“County”) is soliciting responses to this request for bids (RFB) for scrap metal recycling services, ultimately for recycling, for the metal piles located at the Teton County Transfer Station.

For a more complete description of the service requirements refer to **Scope of Services**.

2) Time Schedule:

The County will follow the following general timetable:

- a. Issue RFB 09/05/2019.
- b. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 5:00 PM local time on 09/12/2019. Questions may be submitted to Saul Varela via email to svarela@co.teton.id.us or by facsimile at (208)-354-8410. Questions received after the stated deadline will not be answered.
- c. Any addenda to the RFB will be posted to the County website (www.tetoncountyidaho.gov) and available at the Teton County Transfer Station by 5:00 PM local time on 09/16/2019. No oral statement of any person shall modify or otherwise change or affect the terms or conditions stated in the RFB, and changes to the RFB, if any, shall be made in writing only and issued in the form of an Addendum to the RFB and highlighted in the RFB.
- d. Deadline for Submittal of Responses to RFB (opening);
 - i) The deadline for submitting the responses is Friday, 09/20/2019 at 10:00 am local time.
 - ii) The RFB submittal opening will occur in the Public Works Director’s office on Friday, 09/20/2019 at 10:15 am local time and a recommendation will be made to the Commissioners and selection will be made Monday, 09/23/2019.

3) Instructions to Proposers:

- a. All responses shall be sent to:
 1. By mail to: Saul Varela - Teton County Solid Waste Supervisor
Teton County
150 Courthouse Drive
Driggs, ID 83422
208-354-3442
 2. Or hand delivered to the County Clerk/Recorder office at 150 Courthouse Drive,
Driggs, Idaho.
- b. Mail delivered and hand delivered submittals shall include bidder response form and acknowledgement of addendums if any in a sealed envelope and clearly label “Bid for “Scrap Metal Recycling Services” and the name of the respondent.

- c. An authorized representative of the firm must complete and sign bidder response form. The County welcomes potential Contractors to visit the Teton County Transfer Station and Recycling Center to better understand the dynamics, operations, location and access throughout the facility. During the visit the Contractor will be able to view the piles included in this bid. Such visits are by appointment only.
- d. To set up a site visit or for any questions concerning the RFB contact Saul Varela / Solid Waste Supervisor at (208)-354-3442 or by email svarela@co.teton.id.us.

4) Terms and Conditions:

- a. The County reserves the right to reject any and all bids, and to waive minor irregularities in any RFB response.
- b. The County reserves the right to request clarification of the information submitted, and to request additional information from any respondent.
- c. Any RFB response may be withdrawn up until the date and time set above for opening of the RFB responses.

5) Background and Transfer Station Operation:

The County currently collects and stores scrap metal at the Teton County Transfer Station and Recycling Center, located east of the City of Driggs at 1088 Cemetery Road, Driggs, ID. The County currently stockpiles metals in two piles:

- a. Scrap Metal Pile – The scrap metal pile includes old appliances and hot water tanks, defined as white goods, miscellaneous ferrous and non-ferrous metallic materials, including but not limited to, sheet metal, siding, flashing, pipes, frames, furnaces, wire, fencing, bicycles, automotive frames and parts, machinery, metal furniture and tire rims. Teton County has removed the CFC's (Freon) from the appliances and also removed the oils and fuels from the engines.
- b. Wire and Fencing Pile - The wire and fencing is predominantly separated from but located adjacent to the scrap metal pile. It primarily consists of panel wire and metal fencing such as chain link and barbed wire.
- c. Bales of Aluminum Cans – The aluminum consists of cans that have been recycled, sorted and baled in the recycling center. The aluminum bales average a weight of 700 pounds per bale and are approximately 3'x4'x5' in size.
- d. Bales of Tin Cans – These bales consist of tin cans that have been recycled, sorted and baled in the recycling center. The tin bales average a weight of 900 pounds per bale and are approximately 3'x4'x5' in size.
- e. Batteries – The Batteries are mainly vehicle batteries along with vehicle Boost jumper batteries, power tool batteries and ATV/Marine batteries.
- f. Teton County Transfer Station operates Tuesday thru Friday 8 am – 3pm and Saturday 8am – 1pm.

6) Scope of Services:

All material from the two piles described above shall be removed down to the soil below. Metal pile location shall be cleaned of loose debris and bucket smoothed at completion of metal hauling operation. All metal removal operations must occur during regular Transfer Station hours.

The processing of the scrap metal pile, wire and fencing pile shall, at a minimum, include the following:

- a. Recycling or reuse of the metal included in the piles.
- b. The proper disposal of items that cannot be recycled or reused.

Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, loading, transportation, signage and related

activities and equipment. Once removal operations have begun additional material brought to the transfer station will be directed to new piles.

The contractor shall operate in compliance with OSHA and DOT regulations.

Contractors shall possess and keep in force all licenses, business permits and other permits required to perform the services of this agreement.

The Contractor shall weigh all material removed through the certified scale at the Teton County Transfer Station.

Payment for materials processes shall be based on the weight of the material removed from the site. The payment for the piles will be based on the price and shall include all costs associated with the baling, handling, freight, profit and overhead.

7) Submittal Requirements:

The Contractor shall provide a description and history of the Contractor emphasizing the Contractor's resources and expertise in the area(s) relevant to this RFB.

Clearly indicate where scrap metal will be hauled for recycling and where non-recyclable materials will be disposed of.

The bid response shall include the Bidder Response Form with all Addenda acknowledged on the form.

Provide an estimated schedule for metal removal from the Transfer Station. Bidder agrees that the Work will be substantially complete within 15 working days after the date when the Contract Times commence to run.

It is mutually agreed that the time for the commencement and completion of the work will affect the operation of the transfer station. In view of this fact it is agreed that in the event the County recognizes suffering, County will charge the contractor an additional \$500 per day for each calendar day that work remains uncompleted beyond the date specified for the completion of the work. Completion of the work will be when each pile has been removed, cleaned and each location bucket smoothed.

8) Selection Criteria:

Each bid shall be evaluated based on the following criteria:

- a. Fees, cost(s) and potential revenues.
- b. Estimated time to remove metal piles from the Transfer Station.
- c. Contractor's qualifications including company compliance history with OSHA, DOT and applicable Federal and State environmental regulations.
- d. Description of contractor's operation including equipment to be used on the project.

All responsive submittals shall be reviewed. The County will rank all bids based on the criteria. The County will attempt to reach a final contract with the first ranked Contractor. If negotiations with the first ranked Contractor fail, the County will proceed with the next highest ranked Contractor.



Bidder Response Form

Bidder's Corporation/Partnership Name: _____

Bidder's Business Address: _____

Bidder's Phone Number: _____ Bidder's Fax: _____

Bidder's Email: _____

By (Signature): _____

Name & Title (typed or printed): _____

Submitted On: _____

Scrap Metal Removal from Transfer Station

Item No.	Description	Commodity Price/Ton	Estimated Quantity (tons)	Estimated Revenue
1	Scrap Metal Pile Removal (including wire/fence pile & Tin Can bales)		600	

Alternate A – Pre-Baled Aluminum cans, Pre-Baled Tin cans & Batteries

Item No.	Description	Commodity Price/Ton	Estimate Quantity (tons)	Estimated Revenue
A-1	Baled Aluminum Cans Approximately 100 bales		35	
A-3	Batteries on Pallets		12	

Bid prices listed shall include all applicable taxes and fees.

Bidder acknowledges that estimated quantities are solely for the purpose of comparing bids and final payment for all unit price bid items will be based on actual quantities, determined as provided in the final contract documents.

Bidder acknowledges that Teton County reserves the right to award individual items to the highest ranked bid.

Estimated time to remove piles/materials: _____

Teton County anticipates execution of contract within 45 days of RFB opening.

Attach additional material as required to meet submittal requirements.



INDEPENDENT CONTRACTOR'S AGREEMENT FOR SCRAP METAL RECYCLING SERVICES

This Independent Contractor's Agreement (hereinafter "Agreement") is made between **Awarded Bidder Business Name** organized and existing under the laws of **State** of Business, with its Company office located in **Business Address, State** (the "Contractor"), and Teton County, Idaho (the "County").

1. SCOPE OF WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents.

2. CONTRACTOR REPRESENTATIONS

In order to induce the County to enter into this Agreement, Contractor makes the following representations:

A. The parties agree and acknowledge that the contractor is performing its obligations under this contract as an independent contractor.

B. The parties further agree that the Company or any of its employees are not employees of the County, nor an employee of any other person affiliated with or associated with the County.

C. Contractor shall be treated, for all purposes, as a self-employed individual including, without limitation, federal, state, and local taxation, unemployment insurance, and worker's compensation. Contractor expressly understands, acknowledges, and agrees that they, individually, shall be responsible for the payment of all such taxes and expenses. The contractor shall be solely responsible for paying its employees. The contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the contractor and its employees, servants and Contractors.

D. Contractor agrees to fully indemnify, defend, and hold harmless the County from any and all costs, expenses, losses, or liabilities which the Contractor may incur as a result of the acts or omissions of Contractor in regard to these federal, state, or local taxation, unemployment insurance, worker's compensation, self-employment taxes, social security taxes, Medicare taxes, and the like.

E. Contractor has examined and carefully studied the Contract Documents and the other related data in the Bidding Documents.

F. Contractor is familiar with and is satisfied as to the general, local, and other conditions that may affect cost, progress, and performance of the Work.

G. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the County shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

J. Contractor has all equipment and tools of the trade necessary to accomplish its obligations under this contract.

K. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding on, or in executing the Contract.

3. CONTRACT DOCUMENTS

A. The Contract Documents consist of the following:

1. This Agreement
2. Contractor's Bid.
3. Teton County's Request for Proposals - Scrap Metal Recycling Services

B. These documents and all that they contain are attached to and incorporated in this Contract.

4. NON-AGENCY

Independent Contractor shall have no authority, whatsoever, to enter into any agreement, contract, or undertaking on behalf of the County.

5. TIME IS OF THE ESSENCE

Contractor and Owner recognize that time is of the essence in this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in the Contract documents, plus any extensions for occurrences beyond the control of the Contractor such as "acts of god." If Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in the Contract documents for completion and readiness for final payment until the Work is completed and ready for final payment.

6. TERM

The contract may be cancelled for cause or without cause by Teton County or the contractor upon thirty days' written notice to the other party, or may be terminated immediately, in writing, in the event of a default by the other party to any term or condition of this Agreement.

7. INSURANCE

The Contractor shall furnish the company with current certificates of coverage of the contractor, and proof of payment by the contractor, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the company may require from time to time. The contractor shall maintain all such insurance coverage and shall furnish the company with certificates of renewal coverage and proofs of premium payments.

8. INDEMNIFICATION

In the event that any act or omission by Contractor in the course of performing its obligations under this Contract give rise to or result in a claim against the County, Contractor agrees that they will fully and completely cooperate with the County and its agents, and/or insurers or attorneys, in helping to resolve such claim or, if necessary, litigate it. Contractor further agrees that it will indemnify and hold harmless the County from any and all liabilities, costs and expenses incurred in connection with or arising out of Contractor's acts or omissions in the course of performing its duties and obligations under this agreement or the failure of Contractor to observe and perform the duties and obligations pursuant to the legal and ethical standards established by any local, state or federal jurisdiction or association. This indemnity obligation is specifically intended to survive termination of the affiliation between the County and the Contractor pursuant to this Agreement or otherwise.

9. ASSIGNMENT

Contractor may not delegate subcontract or assign any of the obligations and duties hereunder to any other person, firm or entity without the express written consent of the County. Contractor shall not be entitled to any payment or compensation from the County for any costs or expenses incurred in conjunction with any subcontracting, assigning or further delegatory work or assignments to anyone else.

10. BUSINESS OF CONTRACTOR

The contractor is engaged in the business of doing the work specified in the attached Schedule. Copies of the following documents verifying the contractor's established business are attached to this agreement:

- A. Current occupational licenses issued by the counties and municipalities in which the work is to be performed.
- B. Articles of incorporation, if the contractor is a corporation.
- C. Partnership or joint venture agreement, if the contractor is a partnership or joint venture.
- D. Acknowledgment of sole proprietorship, if the contractor is a sole proprietor.
- E. Federal Employer Tax Identification Number.

DATED this _____ day of _____, 2019.

CONTRACTOR: _____

By: _____

Its: _____

Signature

Teton County, Idaho

By: _____

Its: Chairman _____

Signature