

Daryl Huddleston Director of Transportation 900 S Powell Rd Independence, MO 64056 (816)521-5335 Fax (816)521-5660

Request for Proposal For Scrap Metal Removal

Proposal Due:

On or before June 21, 2018 1:00 pm Central Standard Time

Background

The Independence School District Transportation Department ("District" or "ISD") seeks proposals from qualified companies for the removal, hauling and recycling of scrap metal collected at the District's Transportation Department Facility, 900 S Powell Rd, Independence, MO. As vehicles are serviced, used parts that are not able to be repurposed are considered to be scrap metal. Typically, the District has approximately 5000 pounds of scrap metal per year.

The following is the schedule for this Request for Proposal ("RFP"):

- Issue RFP: Tuesday, June 5, 2018.
- Deadline to submit written questions: Friday, June 15, 2018, by close of business day.
- Deadline to submit proposals: Thursday, June 21, 2018 by 1:00 p.m.
- Vendor selection date: Tuesday, July 10, 2018.

Services Requested

Removal, hauling away and recycling of scrap metal. The contract will include a requirement that the selected firm will provide a 20 yard storage container and agree to transport and process scrap metal collected.

General Information

<u>Contract Term</u>: ISD is seeking an agreement for a 24-month period, with two (2) one-year options that could be exercised at the discretion of ISD. The initial 24-month period would span from July 15, 2018 through July 14, 2020, with the two (2) one-year option periods ending on July 14, 2021

and July 14, 2022, respectively. The District may terminate contracts entered into pursuant to this RFP with or without cause upon thirty (30) days written notice. Either party can terminate a contract entered into pursuant to the RFP for any reason after the initial 24-month contract period, upon ninety (90) days written notice.

Price Proposals:

The proposer shall complete the price proposal form attached as "Attachment A." These prices and discounts shall apply to all goods and services provided pursuant to the contract.

Delivery of Proposals:

Proposals must be submitted to ISD no later than 1:00 p.m. (local time) on June 15, 2018. Proposers must deliver one (1) original hard copy (printed double-sided) of its proposal and one (1) electronic version of its proposal on a CD or USB flash drive to the Independence School District, Attn: Daryl Huddleston, in person or overnight mail to 900 S Powell Rd, Independence, MO 64056 or via regular mail to 900 S. Powell Rd, Independence, MO 64056. Please mark the envelope as "ISD Scrap Metal Removal RFP."

Proposal Preparation Costs:

Issuance of this RFP does not commit ISD, in any way, to pay any costs incurred in the preparation and submission of a proposal. ISD will not reimburse responding firms, including the selected firm, for any expenses incurred in preparing or submitting proposals. All costs related to the preparation and submission of a proposal shall be paid by the respondent.

Changes, Additions or Clarifications:

Any changes, additions or clarifications to the RFP will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on the ISD website, http://isdschools.org/purchasing/bids-and-rfps. Requests for clarifications about this RFP may be submitted at any time prior to close of business on June 15, 2018.

Questions and/or requests for clarifications May be submitted in writing via e-mail to: Daryl Huddleston, Director of Transportation, daryl_huddleston@isdschools.org. Responses will be posted on the ISD website, http://isdschools.org/purchasing/bids-and-rfps, no later than 5:00 p.m., Monday, June 18, 2018.

Form of Proposals:

Proposals shall include, at a minimum, the following information presented in a clear and concise format in order to demonstrate the firm's competence and professional qualifications for the satisfactory performance of the services:

- 1. Include a cover letter with a summary of the proposal and a contact name and information for the proposal. The cover letter must be signed by the chief executive officer, owner, or chair of the proposer.
- 2. Provide a company profile including the proposer's name, business address, and telephone number, as well as a brief description of the proposer's size (nationally and locally), date of establishment, type of organization, and local organizational structure. The proposal should also note whether the company has any prior experience or history with the District and any other school districts.
- 3. Provide a fully completed bid sheet in the form attached as "Attachment A."
- 4. Specifically indicate any requirements in this RFP which are not acceptable or cannot be performed.
- 5. Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have as a result of performing the work/services. This statement shall state whether proposer has any professional, business or familial interest with any current member of the Board of Education of the District or with any administrator of the District. This RFP does not commit ISD to award a contract. ISD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon ISD until after a contract is executed by duly authorized representatives of ISD and the selected proposer.

<u>Licenses</u>, <u>Permits</u>, <u>Taxes</u>: The price or prices for the work shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.

Disadvantaged Business Enterprise (DBE) Requirements: ISD hereby notifies firms that in regard to any contract entered into pursuant to this RFP, DBE's will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Equal Employment Opportunity: Each proposer must agree that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

Review of Proposals, Selection Criteria and Award: Upon receipt of the proposals, ISD shall review and evaluate the proposals for responsiveness to the RFP in order to determine whether proposers possess the qualifications necessary to provide the goods and services. ISD may request clarifications of proposals directly from the proposers. ISD reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. ISD may interview qualified proposers and conduct a walk-through of

proposers' body shop and other facilities. ISD may negotiate directly with qualified proposers and may request a final best offer from one or more proposers. In reviewing the proposals, and negotiating with qualified proposers, ISD will consider the following evaluation criteria:

- Responsiveness to RFP
- Experience
- Project understanding
- References
- Pricing

The contract will be awarded to the firm or proposer submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The selected proposer will be notified at the earliest practical date. The decision regarding acceptability of any contractor's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The District reserves its right to award the contract to a proposer other than the low bidder. The District reserves the right to reject all proposals and to waive any irregularity, as well as to award all, or any portion, of this RFP to multiple contractors if deemed in the best interest of the District. If the District decides to award a contract upon approval from the District's Board of Directors, the agreement will be sent to the selected proposer for signature. No proposal shall be binding upon the District until after the agreement is executed by duly authorized representatives of the proposer and the District

All proposals must be firm and will remain open and valid, and subject to acceptance, for ninety (90) days after the opening date.

Required Insurance:

The proposer shall, at its expense, procure and maintain at a minimum for the duration of the contract, the types and amounts described below or otherwise required by law on all of their operations:

• Commercial General Liability: \$500,000 each occurrence / \$1,000,000

General Aggregate.

• Workers' Compensation: Statutory Limits.

• Business Auto Liability: \$1,000,000 Combined Single Limit.

• Bond: If requested by District, amount of bond will be equivalent to amount of agreement.

The District shall be named as "Additional Insured."

<u>E-Verify</u>: Missouri law requires all companies doing business under contracts greater than Five-Thousand Dollars (\$5,000), with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

<u>Applicable Law</u>: Missouri law will govern contracts entered into pursuant to this RFP, irrespective of choice of law principles.

Compliance with Laws and Policies:

- Proposer must comply with all federal and state anti-discrimination laws.
- Proposer must be licensed to do business in the City of Independence, Missouri. All work shall meet or exceed the Americans with Disabilities Guidelines.
- A-133 Compliance Supplement: The proposer must certify that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

<u>Background Checks</u>: Contracts entered pursuant to this RFP must require that all employees who will interact with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

<u>Indemnity</u>: The District will not agree to indemnify any contractor for its own negligence, for injuries or damages that do not arise from acts or omissions of the District, or for any injuries or damages for which the District has sovereign immunity. Additionally, proposer's employees shall be responsible for any and all injury or damage as a result of their acts and/or omissions (negligent, intentional or otherwise) involving any service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the vendor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the vendor's employees acts or omissions, the proposer assume the obligation to save, indemnify, defend and hold harmless the District from every expense liability or payment arising out of such acts.

<u>Proposed Contract</u>: Proposals must include a copy of a proposed contract or service agreement, if available, or disclose terms required by the proposer of this RFP.

<u>Withdrawal</u>: Any proposer may withdraw its proposal prior to the scheduled closing time for receipt of proposals. No proposal, however, shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals, unless required by law or through permission of the District.

Reservation of Rights: THE INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

Attachment A

Pricing			
20 yard Roll Off Container	\$	per month	
Percentage of Scrap Metal Revenue returned to the ISD		%	