

C-7968  
01/23/2011

**CITY CLERK  
ORIGINAL**



January 23, 2011

City of Glendale  
6829 N. 58<sup>th</sup> Dr., Ste. 202  
Glendale, AZ 85301-2599

Attn: Materials Management

Subject: Offer for Recycling of Ferrous Scrap Material per RFP 11-35

Sims Metal Management (NYSE: SMS) is the largest scrap metal processor in the world with over 230 locations on four continents, and our Phoenix location is one of the largest metal recyclers in the Southwest. We are a full-service recycling facility handling over 20,000 net tons of metal per month, and we are fully capable of meeting the City of Glendale's needs. As such, we are pleased to make the following offer to City of Glendale for clean-up and removal of scrap metal at the Municipal Landfill, 11480 W. Glendale, Ave., Glendale, AZ 85307 and other sites per the City's request.

Sims Metal Management agrees to all terms conditions set forth in the RFP. We will provide baling service, transportation, and roll-off dumpsters at no cost to and at the convenience of the City of Glendale. At the request of an authorized representative, Sims Metal Management will dispatch 40 yard roll-off dumpsters for regular monthly scrap removal, and when the need arises, a baling crew usually consisting of two people, whereby they will remove, process, and transport all scrap metal materials to our Phoenix facility and return the site to its original condition per the requirements of the RFP using a mobile baler, a Caterpillar 950 front-end loader, and 48' flatbed trucks or end-dumps..

Sims Metal Management-Phoenix already provides identical services to Globe and Payson County Landfills as well as the Salt River Landfill in Scottsdale, AZ on a semi-annual basis. At their request, we will send a baler and a front-end loader to the designated site and remove all available scrap via flatbed trucks. Once our crews are finished cleaning up the area and all loads are accounted for, we will mail a check with weight tickets to landfills' corporate offices as per the agreed upon payment terms.

Because of our corporate policy, we cannot include the Phoenix location's annual business reports in this proposal. However, we have attached our corporation's annual business reports for the past three years.

The price for the removal of various ferrous scrap metals and appliances during any given month will be determined by the following formula: *American Metal Market*, first publication of the month, Export Yard Buying Price, Los Angeles high side multiplied by a factor of 76%, whereby one ton shall equal 2,000lbs.

Kind Regards,

Chase Panitz  
Account Executive

Direct: 602-447-3027  
Fax: 602-447-3025  
Email: [chase.panitz@simsmm.com](mailto:chase.panitz@simsmm.com)



# CITY OF GLENDALE

## MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: **RFP 11-35**  
DESCRIPTION: **Recycling and Sale of Appliances and Scrap Metal**  
OFFER DUE DATE AND TIME: **January 25, 2011 AT 2:00 P.M. LOCAL TIME**

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offer Opening and Submittal Location: City of Glendale  
Attn: Materials Management  
6829 North 58th Drive, Suite 202  
Glendale, Arizona 85301-2599

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the offeror's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding  
General Terms and Conditions contact:  
**Brian Guzzi, C.P.M.**  
Materials Management  
623-930-2863  
bguzzi@glendaleaz.com

For questions regarding  
Scope or Specifications contact:  
**Jacob Romero**  
Materials Recovery Facility  
(623) 930-4727  
jromero@glendaleaz.com

# TABLE OF CONTENTS

CITY OF GLENDALE

Materials Management

**Solicitation Number: 11-35**

**Recycling and Sale of Appliances and Scrap Metal**

SECTION		PAGES
	Notice	1
	Table of Contents	2
1.0	SPECIFICATIONS	3-9
2.0	TERMS AND CONDITIONS	10-14
3.0	OFFER SHEET	15
4.0	PRICE SHEET	16-17
5.0	PERFORMANCE BOND	18
6.0	SERVICE AGREEMENT	19

SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

1.1 INTENT

The City of Glendale (COG) requests proposals for the removal and sale of all scrap appliances and metals in accordance with the provisions, specifications, and instructions set forth in this request for proposal.

1.2 RIGHT TO RECLAIM

In the event that the contractor suspends business, or the COG cancels the contract, the COG reserves the right to reclaim all scrap released to contractor for which full payment has not been received.

1.3 RESTORATION OF CONTRACTOR PREMISES

The COG has no obligation to the contractor with regards to restoration or rehabilitation of the contractor's premises or property.

1.4 PERFORMANCE REQUIREMENT

The contractor must provide all labor, materials, equipment and supplies necessary for the complete performance of this contract.

1.5 SCHEDULE

1.5.1 The contractor shall remove material from the COG premises within seven (7) days after telephone or e-mail notification.

1.5.2 Any deviance from agreed upon schedule shall be preceded by a minimum twenty-four (24) hour notification from the contractor to the COG.

1.5.3 The occurrence of excessive deviations may result in the exercising of contract cancellation rights.

1.6 TRANSPORT

1.6.1 Contractor must provide all equipment, labor and supplies necessary for the removal/transportation of appliances and scrap metal as outlined in this contract

1.6.2 Contractor is responsible for all costs of equipment, labor and supplies associated with the transportation of said materials as outlined in this contract.

SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

1.7 LOADING

1.7.1 Materials shall be loaded by contractor personnel, in an efficient, safe and competent manner.

1.7.2 The City of Glendale shall not be held responsible for the weight distribution of the load; however City personnel will be available to assist, if necessary, as determined by Landfill/MRF Supervisor and or COG Crew Leader.

1.7.3 The COG will not be held responsible for the loading or tie down of the load.

1.8 STAGING

The COG is requesting this service to be performed on site. Understanding the need to have several hundreds of tons on the ground "if baling", the COG will store a maximum of 200-250 tons.

1.9 FREON REMOVAL

1.9.1 The COG will be responsible for the removal of all Freon from appliances and units containing Freon per Arizona Department of Environmental Quality rules and regulations.

1.9.1 Additional information pertaining to Freon removal in section 1.13 below.

1.10 WEIGHT

Contractor's truck should be empty upon arrival for pick-up.

1.11 PRICING

1.11.1 The contractor's pricing shall include all costs for the services described in this request for proposal.

1.11.2 The contractor shall not charge additional fees for collection, processing or transport.

1.12 PRICING INDEX

1.12.1 Due to the variety of metals involved and to the fluctuating prices of metals, the contractor shall base their price upon the American Metals Market, first publication of the

SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

month, first Friday of the month. Price is to be firm until the first publication of the following month. All pricing is to be based on #1 heavy melt, Los Angeles Market high side.

1.12.2 Price shall be firm until the first publication of the following month.

1.12.3 All pricing shall be based on #1 heavy melt, Los Angeles Market high side.

1.12.4 The multiplier shall be determined by the contractor.

An example using American Metals Market (AMM) 10/1/10 publication:  
AMM \$245.00 GT times .50 (multiplier) equals \$122.50 GT, freight included from COG Municipal Landfill in Glendale, Arizona to the final destination determined by contractor. This will be the price paid to COG for all materials removed from the COG facility.

1.13 SERVICE LOCATION

The COG is requesting bids for, but not limited to, the following service location:

1.13.1 COLLECTION SITE

City of Glendale  
Municipal Landfill  
11480 West Glendale Avenue  
Glendale, AZ 85307

1.13.2 No other material shall be baled or removed outside of the designated area.

1.13.3 All appliances that at one time contained Freon, and have had the Freon evacuated, shall be segregated and must be clearly identified by the contractor.

1.14 CONDITIONS OF APPLIANCES AND SCRAP METAL

1.14.1 All material will be sold on an "as is" and "where is" basis.

1.14.2 The COG makes no expressed or implied guarantee of any kind as to the condition of the material.

1.14.3 Scrap or mixed metals consist of items such as metal chairs, metal desks, appliances, tin cans, aluminum, sheet metals, water heaters, wire scraps, scrap

SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

vehicle parts, lawn mowers, motors, etc. Mixed metals shall be bid on a gross ton basis. (Gross ton is defined as a standard short ton, 2,000 pounds = 1 ton.)

1.15 WEIGHT DETERMINATION

1.15.1 Tonnage for each pick-up shall be determined by the difference between the loaded and unloaded weight of the delivery vehicle, as determined by a certified scale, registered by the State of Arizona.

1.15.2 If anything other than the COG scale is to be utilized for determining weights the contractor shall provide documentation deeming the scale being utilized is certified for use in the State of Arizona for the sale and resale of materials.

1.16 CONTRACTOR FURNISHED CONTAINERS

1.16.1 Contractor shall provide containers to be loaded by the contractor and transported at no cost to the COG.

1.16.2 The same time schedule and per ton price (2,000 pounds = 1ton) for service shall apply unless a written agreement is made, signed and agreed to by both parties.

1.17 LICENSES

Contractor shall maintain, in current status, Federal, State and Local licenses and permits required for the operation of the business conducted by the contractor.

1.18 SITE CLEAN-UP

1.18.1 The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc. and clean up the area leaving the premises clean and orderly, returning to the original conditions.

1.18.2 Throughout the duration of the contract the contractor shall keep the area where scrap is baled and or loaded in a neat and orderly condition.

1.19 PICK-UP AND WEIGH SLIPS

1.19.1 When pick-ups are made, the truck must be weighed in at the COG Landfill scales. The truck driver will receive a bill of lading from the landfill scale house indicating the tare weight (empty) weight of the vehicle and/or container.

SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

- 1.19.2 When pick-ups are made, the truck driver must take the bill of lading and pick-up slip, identifying the type of materials being picked up, i.e., scrap metal or white goods, to the COG Material Recovery Facility.
- 1.19.3 All loads must weigh out at the COG scales prior to leaving the Landfill grounds.
- 1.19.4 Weight discrepancies must be reported to the COG within 24 hours of the load leaving the facility grounds.
- 1.19.5 Variances over 2% will be investigated; loss of fuel due to transporting material will be taken into consideration.
- 1.19.5 Weigh slips shall be mailed to the COG, within twenty-four (24) hours after pick-up, to the collection address above. (See Section 1.13.1)
- 1.20 ESTIMATED ANNUAL TONNAGE
  - 1.20.1 Five hundred (500) tons per year of mixed appliances and scrap metal
  - 1.20.2 The COG does not guarantee the quantity of materials that will be generated under this contract.
- 1.21 PAYMENT
  - 1.21.1 Payment shall be made within fifteen (15) days after the date of invoice.
  - 1.21.2 The check shall be made payable to the COG and mailed to the remittance address below.
  - 1.21.3 The COG will investigate weight variances over 2% or dollar values over \$100 (whichever is the larger amount).
- 1.22 REMITTANCE ADDRESS
  - Customer Service Office
  - Miscellaneous Accounts Receivable
  - 5850 West Glendale Avenue
  - Glendale, AZ 85301-2599

SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

1.23 PRICING

- 1.23.1 Due to the variety of metals involved and to the fluctuating prices of metals, the contractor's pricing shall be based upon the American Metals Market, first publication of the month, first Friday of the month.
- 1.23.2 The contractor's pricing must be firm until the first publication of the following month.
- 1.23.3 All pricing must be based on #1 heavy melt, Los Angeles Market high side.
- 1.23.4 The contractor's pricing shall include all costs for the contracted services.

1.24 INSTRUCTIONS TO PROPOSERS

- 1.24.1 The proposal shall include all bid percentages on the PRICE SHEET for the specific metal categories listed.
- 1.24.2 The proposed pricing shall include all costs for the services described in this RFP.
- 1.24.3 Due to the variety of metals involved and to the fluctuating prices of metals, the proposed pricing shall be based upon the American Metals Market, first publication of the month, first Friday of the month.
- 1.24.4 The proposed pricing must be firm until the first publication of the following month.
- 1.24.5 All pricing must be based on #1 heavy melt, Los Angeles Market high side.
- 1.24.6 The multiplier shall be determined by the proposing firm.
- 1.24.7 The proposal shall include a description of the offeror's experience. The description shall include a presentation of accounts currently being serviced (under similar conditions) and the location of those accounts.
- 1.24.8 The proposal shall include the offeror's most recent annual business report (income statement and balance sheet for the past three years).
- 1.24.9 The proposal shall include three (3) letters of reference per section 2.15.

SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

- 1.24.10 The proposal shall include a description of the offeror's plan to provide the required services.
  
- 1.24.11 The proposal shall include the offeror's list of equipment to be used for required services.

SECTION TWO  
**SPECIAL TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, Standard Terms and Conditions, Special Terms and Conditions, and any attachments. The "Standard Terms and Conditions" applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Offerors are advised to review all provisions of the Standard Terms and Conditions for this solicitation.

2.2 RETURN OF OFFER *One CD-ROM containing the entire solicitation, contractor's response to solicitation (Offer) and an originally signed "Offer Sheet" (Section 3.0). With exception to the signed Offer Sheet, no Paper documents will be accepted. Response to the solicitation shall be in MS Word, Excel, Powerpoint and/or PDF format. Offers submitted in a format (paper or electronic) different than specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.*

The offeror shall complete all sections of the solicitation in the format given (ie Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

Submittal of the CD-ROM by the offeror in response to this solicitation shall be construed as the offeror's intent to be bound by any resultant contract.

2.3 PREPARATION OF OFFER PACKAGE Only the following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 OFFER SHEET, Section Three
- 2.3.2 PRICE SHEET, Section Four
- 2.3.3 ADDENDUM, Return all addenda.
- 2.3.4 SPECIFICATIONS, Information requested in Section One and Two

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

SECTION TWO  
**SPECIAL TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

2.5 EVALUATION CRITERIA The criteria is listed in order of relative importance.

- 2.5.1 **PRICING 40%**
- 2.5.2 **COMPLIANCE WITH SPECIFICATIONS 25%**
- 2.5.3 **ABILITY TO PROVIDE SERVICE 15%**
- 2.5.4 **FINANCIAL STABILITY 10%**
- 2.5.5 **REFERENCES 10%**

2.6 EVALUATION PANEL Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to the City.

2.7 PANEL CONTACT Proposer shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

2.8 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.9 FOB POINT Prices quoted shall be FOB destination to: City of Glendale, AZ

2.10 TERM OF AGREEMENT The term of agreement for this RFP shall be for a one year initial period.

2.11 OPTION TO EXTEND The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional five (5) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

2.12 EVALUATION LITERATURE Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

2.13 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Works' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

SECTION TWO  
**SPECIAL TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Contractor(s) Protective Bodily Injury	\$1,000,000 each occurrence
Contractor(s) Protective Property damage	\$500,000 each accident
Contractual Bodily Injury	\$500,000 aggregate
Contractual property damage	\$1,000,000 each occurrence
Contractual property damage	\$500,000 each accident
Contractual property damage	\$500,000 aggregate
Automobile bodily injury & property damage	\$1,000,000 each occurrence

2.14 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by

SECTION TWO  
**SPECIAL TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

2.15 REFERENCES Provide with the offer, three letters of reference from companies for whom contractor has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this RFP.

2.16 NOTICE OF INTENT TO AWARD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

2.17 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/Materials/SAVE/save-members.pdf>

2.18 **PERFORMANCE SURETY REQUIREMENTS** The performance surety shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful bidder shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of ten thousand dollars (\$10,000.00) guaranteeing the faithful performance of the contract by the bidder.

SECTION TWO  
**SPECIAL TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the Bid documents. The attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Standard & Poors Rating no less than a BB and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

11/26/12

SECTION FOUR  
PRICE SHEET

CITY OF GLENDALE  
Materials Management

Solicitation Number: 11-35  
Recycling and Sale of Appliances and Scrap Metal

NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version with original signature shall be submitted with CD-ROM at the time of Offer due date and time.

3.1 OFFER Proposer certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

3.1.1 Mark Goodkind  
Authorized Signature

3.1.2 Authorized Signatory Title: Commercial Manager

3.1.3 Authorized Signatory Printed Name: Mark Goodkind

3.1.4 Authorized Signatory E-mail Address: Mark.Goodkind@simsmm.com

3.1.5 Company's Legal Name: Metal Management AZ, LLC

3.1.6 Address: 3640 S 35<sup>th</sup> Avenue

3.1.7 City, State & Zip Code: Phoenix, AZ 85009

3.1.8 Telephone Number: 602-447-3000 3.1.9 FAX Number: 602-447-3020

3.1.10 Company E-mail Address: BillyJoe.Hilboldt@simsmm.com

3.2 For questions regarding this offer: (If different from above):

3.2.1 Contact Name: Mark Goodkind

3.2.2 Telephone Number: 602-447-3023 3.2.3 FAX Number: 602-447-3020

3.2.4 Email Address: Mark.Goodkind@simsmm.com

3.3 FEDERAL TAXPAYER ID NUMBER [REDACTED]

3.4 Arizona Sales Tax Num [REDACTED]

3.5 Tax Rate: 9.3% (7.3% AZ State/2% Phoenix)

3.6 Proposer certifies it is a: Proprietorship:  Partnership:  Corporation:

3.7 Minority or woman owned business: Yes  No

**SECTION FOUR  
OFFER SHEET**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

4.1 NAME OF OFFEROR: Sims Metal Management

4.2 Due to the variety of metals involved and to the fluctuating prices of metals, all vendors are requested to bid their price based upon the American Metals Market, first publication of the month, first Friday of the month. Price is to be firm until the first publication of the following month. All pricing is to be based on #1 heavy melt, Los Angeles Market high side.

4.3 AMM \$245.00 GT times .50 (multiplier) equals \$122.50 GT, freight included from COG Municipal Landfill in Glendale, Arizona to the final destination determined by contractor. This will be the price paid to COG for all materials removed from the COG facility.

4.4 MARKET PRICE BASED ON 265/GT AT TIME OF SUBMISSION.

4.5 \$225.25/GT or 201.12/NT PER GROSS TON USING MULTIPLIER AS NOTED ABOVE.

4.6 Contractor shall specify the multiplier they will be offering as part of this contract:

MULTIPLIER: 85%

**SECTION FIVE  
PERFORMANCE BOND**

CITY OF GLENDALE  
Materials Management  
**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

RFP NO. 11-35

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, whereby Principal agreed to \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**"Principal"**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**"Surety"**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SECTION SIX  
**SERVICE AGREEMENT**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: 11-35**  
**Recycling and Sale of Appliances and Scrap Metal**

**In addition to this solicitation, the vendor shall download the Service Agreement from the City's internet site. Internet Site: <http://www.glendaleaz.com/purchasing/bidopportunities.cfm>**

**The vendor must be willing to accept the City's Service Agreement in order to contract with the City of Glendale.**

## References

Salt River Landfill  
Richard Allen  
13602 E. Beeline Highway  
Scottsdale, AZ 85256  
Tel: [REDACTED]

Sims Metal Management provides this landfill with the exact same service that we are offering to the City of Glendale including a small crew, a baler, and a front-loader. The only difference in service is that we do not provide them with roll-off bins. We service this site approximately twice a year.

Freeport McMoran  
Richard Rodriguez  
1 N. Central Ave.  
Phoenix, AZ 85004  
Tel: [REDACTED]

We use a different type of crew to service the mines. These crews consist of torch men, crane operators, and front-loader operators. Because the material is so heavy, we cannot use a baler, but we utilize similar heavy equipment including front-end loaders and magnets if necessary. We send crews on a monthly basis to various Freeport mines for clean-up and scrap removal. Unfortunately, Mr. Rodriguez was unable to provide us with a letter of reference in time for the bid, but feel free to contact him at any time.

Riteway Auto  
Tim Martin  
2502 W. Broadway Rd.  
Phoenix, AZ 85041  
Tel: [REDACTED]

Instead of using a baler, we use a car crusher at this facility, but we still use a front-end loader to move the cars to the crusher. We contract with this yard about four times a year to crush, remove, and process their excess inventory. Tim was unable to provide us with a letter of reference in time for the bid, but feel free to contact him at any time.



**SALT RIVER LANDFILL**  
**PIMA-MARICOPA INDIAN COMMUNITY**  
13602 E. Beeline Highway/SR 87 Phone: (480)941-3427  
Scottsdale, AZ 85256 Fax: (480)949-4261

January 18, 2011

To whom it may concern:

The Salt River Landfill owned and operated by the Salt River Pima-Maricopa Indian Community has utilized SIMS Metal Management for the baling, transporting and recycling of our White Goods (major appliances) and other scrap metals several times over the last several years. They have performed their duties extremely well and have always been responsive. I would recommend them for similar work at other landfills or collection points of such goods. If there are any questions concerning this matter feel free to contact me at (480)941-3427 ext.13.

Sincerely,

*Richard Allen*

Richard Allen, Site Environmental Engineer/Technical Manager