

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

Service Provider:	ACME Iron and Metal Co., Inc.	Contact Phone Number:	505-220-4467
Contact Person:	Ryan Hibler	Contact Email Address:	ryan@acmeironandmetal.com
Address:	6142 2 nd Street NW Albuquerque, NM 87107	Type of Service:	Scrap Metal Salvage and Removal

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

San Juan County owns and operates the Landfill located at South HWY 191, Milepost 35.5;

On January 18, 2022, ACME Iron and Metal Co., Inc responded to the County’s Request for Proposal as attached as “Exhibit A” for Scrap Metal Salvage and Removal at the Landfill;

On January 29, 2022, the San Juan County Board of Commissioners approved the Notice of Award and Intent to Negotiate a Contract with Acme Iron and Metal Co., Inc as the “Service Provider” to perform Scrap Metal Salvage and Removal services at the Landfill;

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

- 1. Scope of Services.** The Service Provider agrees as follows:
 - A. Service Provider shall provide full services, labor and equipment required for the salvage / removal and purchase of the San Juan County Scrap Steel pile located at the Landfill.
 - B. Service Provider shall have the Scrap Steel pile removed from the Landfill property as soon as weather permits but not to extend the termination date of this contract.
 - C. Service Provider shall provide their inspect and accept the scrap metal as is through the removal and salvage process. Rejected items shall not be returned to San Juan County.

- 2. Compensation.**
 - A. Upon the Service Provider’s completion of its duties under section 1 of this contract, the Service Provider shall pay the County San Juan County will pay the Service Provider eighty dollars (\$80.00) per net ton of scrap removed using the Landfill’s certified scales to determine the sale weight.
 - B. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from salvage / purchase of said scrap steel pile.
 - C. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.
 - D. Scrap steel will be sold and salvaged “as is, where is” and Service Provider shall hold San Juan County harmless as to the quality / condition of said material removed from the Landfill property by the Service Provider. Material deemed unacceptable by the Service Provider may be set aside at the San Juan County Landfill and be considered “non-sale” items and will not be reflected in the total sale price.
 - E. Payment will be made in full to San Juan County via business check no later than 30 days from the date the last load of Scrap Steel is removed from the San Juan County Landfill.

- 3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature). This contract will terminate on May 31, 2022 at 11:59 p.m.

- 4. Early Termination.**
 - A. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider’s services, which termination will be effective at midnight on the fifth day after San Juan County’s notice is effective under section 8.

- B. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County’s notice is effective under section 8.
- C. San Juan County may terminate this contact, which termination will be effective at the time San Juan County’s notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County’s request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

8. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>	<u>Service Provider</u>
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San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 9 Monticello, UT 84535	ACME Iron and Metal Co., Inc. 6142 2 nd Street NW Albuquerque, NM 87107 ATTN: Ryan Hibler – 1-505-220-4467
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- 9. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County(Utah), and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 15. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>SAN JUAN COUNTY</p> <p>By: _____</p> <p>San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman W. Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>ACME IRON AND METAL CO., INC</p> <p>By: _____</p> <p>Ryan Hibler</p>
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Exhibit A

Attachment A

San Juan County RFP Form

Respondent Information: Provide the following information about yourself and your company.

Respondent Name: Acme Iron and Metal
(Note: give exact legal name as it will appear on the contract, if awarded)

Address: 6142 2nd Street NW

City: Albuquerque State: NM Zip: 87107

Business Structure:

- Individual or Sole Proprietorship
Partnership
x Corporation
Limited Liability Company
Other, list business structure

Insurance Certificate: x Copy of insurance certificate, or You are willing to get the proper insurance requirements if awarded the contract during contract negotiation.

Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.

Name: Ryan Hibler
Telephone Number: 505 220-4467
E-Mail: ryan@acmeironandmetal.com

Final Bid/Pricing Structure:
\$80 a net ton (2000lbs per net ton)

By submitting this proposal, Acme Iron and Metal hereby certifies our willingness to enter into a contract with San Juan County, if selected.

Signature Ryan Hibler Date 1/10/2022



To: San Juan County

RFP: San Juan County Landfill Scrap Steel Sale

1/18/22

From:

Acme Iron and Metal Co., Inc.

6142 2nd Street NW

Albuquerque, NM 87107

Telephone: (505) 345-2457

1/18/22

**Proposal Submitted in Response to
RFP for San Juan County Landfill Scrap Steel Sale**

:

County San Juan County

Purchasing Agent: Mack McDonald

mmcdonald@sanjuancounty.org

Ref: San Juan County Landfill Scrap Steel Sale

ACME Iron and Metal Co., Inc., and subsidiaries

Ace Builders Inc., dba Ace Metals

Albuquerque Metal Recycling Co., Inc.

Rio Rancho Recycling

Acme Iron and Metal Co., Inc.
P O Box 6605
Albuquerque, NM 87197
Commercial Manager: Ryan Hibler
Cell Phone: 505-220-4467
Email: ryan@acmeironandmetal.com

Executive Summary

Acme Iron and Metal Co., Inc. (Acme) is a New Mexico corporation founded in 1954, and has been in continuous operation for the last 60 years, at the same location, 6144 2nd Street NW, in Albuquerque, New Mexico, 87107.

Acme has successfully grown over the years due to hard work and good business strategies. This means we have remained focused on our customer needs by developing successful relationships and improving our internal and production operations in order to provide a more cost effective, high quality product and services. Our employee basis has also grown over the years and now stands at approximately 160, where we may be seen as a significant employer in the community.

As Acme has grown, it has increased in size, capability, technology, and efficiency. And some of our growth has been through “startups” or acquisition of other plants. Now, Acme Iron and Metal Co., Inc., operate from eight (7) locations, in the greater Albuquerque area, Rio Rancho, Bosque Farms, and Roswell. Another factor to our growth has been our financial strength . . . sure-footed and steady. We have built a strong financial rating as reported by Dun & Bradstreet. This means, Acme is “in it” for the “long-haul” and by its historical experience, illustrates our ability to whether various economic market issues, and adapt to new strategies.

These subsidiary companies are in control ownership and management of the parent corporation, Acme Iron and Metal Co., Inc. These subsidiaries are:

Ace Builders, Inc., dba Ace Metals
5711 Broadway Blvd., SE
Albuquerque, NM 87105

Albuquerque Metal Co., Inc. (Shredder Yard)
3339 2nd Street SW
Albuquerque, NM 87105

Industrial Leasing of New Mexico dba Rio Rancho Recycling
110 Frontage Rd NE
Rio Rancho, NM 87124

Acme Iron Metal Co., Inc., the parent company has a physical address of:
6144 2nd Street NW
Albuquerque, NM 87107

Acme’s Satellite locations:

201 Juan Tabo Ave NE
Albuquerque, NM 87123

1220 Bosque Farms
Bosque Farms, NM 87068

1100 East McGaffey St.
Roswell, NM 88201

We combine a broad-range of experience with specialized knowledge of the metal commodities and metal commodities market, reflecting over one hundred thirty years of accumulated management experience. Combining our knowledge and our volume in metal purchases and sales provides us with a true competitive edge in providing competitive pricing for those selling commodity to us as well as competitive pricing when selling commodity to others.

Over the years, we have embraced a quality working relationship with both sellers (over 5000+ in this last year alone), and also with buyers, (local to national companies) of our commodities.

Acme commits to performing in the most competent fashion.

Employee, Safety, and Health Program Document

This program document regarding ES&H exemplifies our highest corporate objective, which is employee safety.

Employees are our most important asset and their safety is our greatest responsibility. It is the policy of Acme Iron and Metal Company, Inc. to provide a safe working environment by eliminating unsafe acts and conditions and to provide appropriate personal protective equipment and safety devices where hazards may exist. Further, it is our goal to create a safety culture among our employees which fosters an understanding that he or she has the ultimate responsibility to work safely.

Our employees are provided monthly safety training on-site, and their attendance is mandatory. We have contracted with "Safety Counseling, Inc." located at 3207 Matthew Ave., NW, in Albuquerque, NM 87107; telephone: 505-821-5888.

We wish to point out and emphasize that since we implemented the contract with this new safety training subcontractor (over the last 16 months or so), we have seen a substantial reduction in employee accidents. We are aggressively moving in the right direction to mitigate employee accidents or injury.

No task is so important or so urgent that we cannot take the time to perform it safely!

Acme's Worker's Comp Experience Modifier Rate will use an ".98" EMR.

Our EMR trend is as follows:

2013	.99
2014	.95
2015	.98

The EMR trend is in part a reflection of the company safety education/training programs, plus management's seriousness in supporting a good safety culture.

Capability Statement

ACME Iron and Metal Co., Inc.

6142 2nd Street NW

Albuquerque, NM 87107

Company Profile

and

Capability Statement

Acme Iron and Metal Company, Co., Inc., (and with its wholly owned subsidiaries) is the largest scrap metal recycler in the State of New Mexico. The company was family founded and remains family owned since 1956. We pride ourselves with honesty, integrity, and superior customer service through each of our 100+ employees.

Capabilities

In our capability as a modern metal scrap processor, we are buyers of all forms of metal, non-ferrous and ferrous commodities. More specifically, through our technological equipment and state of the art operation methods, we accept for process: all varieties of aluminum, copper, brass, tin, steel, plus other items such as vehicles, batteries, zinc, electric motors, radiators, aluminum cans, and appliances.

We have heavily invested in a new state of the art \$10M 5000 horse power shredder and conveyer/seperator system. We can now provide a much more efficient shredding and sorting process of material leaving less waste which enhances our friendly environmental waste objective. All material is processed at our New Mexico facilities either in Albuquerque or Rio Rancho.

To further support our customers, we have the ability to collect material in a variety of methods, such as roll off containers, flat beds and steel-sided trailers with a 24-hour turn around period from date and time called. We provide all logistics, planning, production, scheduling, pickups, transportation, segregation and disposal of said material for our customers.

Our internal production consists of shredding, cutting, shearing, baling, cable stripping, segregating and a variety of other yard operations to prepare our commodities for shipping. Our production facilities support virtually any metal commodity.

Acme also maintains a huge inventory of heavy duty shop equipment and a large fleet of commercial vehicles. We scan all inbound truck loads for low-level radiation and use only certified truck weigh in/out scales.

Price

Acme and its affiliates are constantly performing an internal review to maintain our ability to pay the most competitive metal commodity prices to our customers (based on current markets).

Customers

Some governmental agencies we currently service are as follows:

The City of T or C

City of Albuquerque,

Sandoval County

Bernalillo County

Sandia National Laboratory

Los Alamos National Laboratory

We support hundreds of commercial customers (other larger businesses) plus smaller companies, and of course, we purchase material from a huge number of individuals (in the thousands).

Again, Acme is pleased to customize operations to support our customer's needs.

Management

Our managing partners each have lengthy metal recycling experience and are active in day-to-day operations. They have developed an excellent matrix of staffing over the years in order to accommodate and maintain efficiency for the numerous production logistics for a company of our size and capability.

Our management team performs "on-going" employee safety training, maintains personnel policies and procedures, equipment maintenance assessment and a constant review of production methodology. Supervising sound fiscal management, developing future planning, and business strategy are among our management team's strong attributes.

Compliance

Acme is pleased to comply with all state and federal reporting requirements and is also vigilant in maintaining any and all permits, licenses, and inspections that pertain to our industry. And, just as important, we strive for only a positive working relationship with any regulatory agency.

Contact

Please call Ryan Hibler, Commercial Manager for Acme Iron and Metal and our above mentioned affiliated recycling yards for any questions.

Thank you for considering Acme Iron and Metals (and its affiliates).

Ryan Hibler, Buyer and Seller of Metal Commodities

Direct: (505) 220-4467

Federal ID # 85-0232355

NM CRS # 01-806892008



Scope of Work

Acme Iron and Metal Co., Inc. (Acme) has reviewed all requirements in the RFP Scope of Work, and asserts that we are ready and able to perform all tasks.

Primarily, with our experience with scrap removal, Acme Iron and Metal is most familiar with working with many Counties and Municipalities. We understand and work hard to accomplish the timelines of the RFP during the handling and safe transport of the recycled material.

As illustrated in prior documentation regarding the variety of transportation and cargo vehicles, we are ready to supply all internal labor and equipment required to support the removal of the scrap steel.

Our operators are quite familiar with the identification of the various metal commodities and or identify hazardous or explosive materials, such as enclosed cylinders. We will set aside such items as well as any and all nonmetallic materials.

Acme uses State of New Mexico certified truck scales and bonded and trained certified weigh masters.

All of Acme's scale operations are automated with the latest technology. This means our computer generated scale tickets directly interfaced from the scale reader eliminates the possibility of human error, which is typing in wrong numbers!

Our scale operations also takes three camera shots when the scale master clicks the automated gross button, taking a picture of the vehicle's rear angle, a picture of the load from above and a front angle. These three pictures are then transferred into an electronic PDF file along with the automated scale ticket records. One can easily verify and/or audit that the picture of the commodity matches the commodity listed in that particular scale/purchase ticket. This scale/purchase ticket remains a permanent record in a searchable/sortable database, available for review at a moment's notice.

With a good driver, a fully automated scale operation system, and good administrative personnel for support, Acme is sure to provide greater quality assurance to our customer.

Acme would process payment according to RFP specifications. Acme has the ability to pay via wire, ACH, or check voucher.

Quality Assurance

Quality Policy

Acme Iron and Metal Co., Inc. is committed to quality products and services. Our staff from the top down: management, drivers, scale masters, sorters, equipment operators, cashiers, and accountants are affiliated by a common dedication to perform work right, on time and within budgets. We continually pursue improvement in our capabilities and accomplishments so that our products, services and operations meet or surpass customer requirements. Each staff member is respected for his or workmanship and has unquestionable authority to stop work of any unacceptable quality product or service. Acme prides itself in its reputation as a quality business and values the integrity of its relationships with its customers, suppliers, and regulatory agencies.

Quality Objectives

Acme Iron and Metal Co., Inc. strives to achieve the following objectives, consistent with our quality policy:

1. Meet or exceed customer requirements and expectations;
2. Perform quality work safely while protecting individuals and the environment;
3. Identify and eliminate conditions adverse to quality;
4. Identify and act on opportunities for improvement;
5. Continually measure and monitor processes to confirm quality; and
6. Maintain and support an effective quality management system.

Security

Acme Iron and Metal Co., Inc. has in operation a most sophisticated security system which safeguards all yard material from potential theft.

Currently each yard has incorporated an elaborate array of field cameras which provide real-time video and instant electronic storage of all recorded data. These cameras are also equipped with infrared sensors making them capable for nighttime performance. In one yard alone we have over 20 cameras in order to maximize coverage.

These cameras also provide us with a managerial tool to verify the movement, processing, or the unloading or loading of material. Management tracks all metal inventories until shipped.

Our camera system allows management with remote access, again increasing its ability to supervise all aspects of inventory movement.

Also incorporated through our plants are motion sensors which are alarm points that greatly enhance nighttime security.

Lastly, we have a contract with an outside security firm to drive to each yard periodically each night to survey in-person for any oddity.

References and Projects Similar

CBH Truck and Salvage

Bob Huish 505 402-4419

Two to three times a year, we mobilize an Eljon 580 baler with an operator to bale and remove 300 to 400 tons of scrap materials. After enough bales of been processed, we then send in a flatbed truck for removal of such bales. This will take place until all material has been processed and removed.

Aztec Auto Salvage

Bob Pollack 505 860-2498

When needed per customer request, we'll mobilize either an Eljon 580 baler or an EZ Crusher A+ car crusher with an operator to bale or crush 300 to 400 tons of recycled vehicles. After enough vehicles have been processed, we then send in a flatbed truck for removal. This will take place until all material has been processed and removed.

Estancia Valley Solid Waste Authority

Martin Lucero 505 705-5104

When the landfill reaches 200 plus tons, we'll mobilize an Eljon 580 baler with an operator to bale the landfills recycled material. Once enough bales have been processed, we'll send either a flatbed truck or an open top trailer to remove the bales. This will take place until all material has been processed and removed.

Strategy/Methodology

We are proposing to provide a full-service metal recycling program that includes, but is not limited, the baling and pickup of recycle material from the customer's location, return the metal load to our facilities for accurate disposition of net weight and metal commodity identification, to process and shred, all in a manner, supporting environmental compliance, soundness in safety practices and compliant to DOT rules and regulations.

Timeline

Our objective is to mobilize equipment no later than one week after notification of the winning bid. This will be accompanied by an operator of the before mentioned Eljon 580 Baler. With the estimated tonnage of around 200 tons and with the cooperation with the County, we anticipate the processing and removal of the San Juan County Scrap Steel material to be no longer than 30 days of start date.

Pricing

(see attached "Attachment A" worksheet)

Strategy/Methodology

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(see attached "Attachment A" worksheet)