



MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHWEST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: AUGUST 17, 2016	RESPONSES DUE NO LATER THAN: SEPTEMBER 01, 2016 @ 10:00:00 AM CT	F.O.B. REQUIREMENTS: DESTINATION THE PICKUP LOCATION LISTED BELOW
AGREEMENT PERIOD: DATE OF AWARD THROUGH SEPTEMBER 30, 2017 (WITH THE OPTION FOR UP TO FOUR FUTURE ANNUAL RENEWALS)	REQUEST # NW-17-014 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: DARREL BUTCHER, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (816)-387-2469 No RFB RESPONSES ACCEPTED BY FAX
Mailing Address: Missouri Department of Transportation Northwest District Procurement 3602 North Belt Hwy. St. Joseph, MO 64506		Pickup Location for Aluminum Signs: Missouri Department of Transportation 4718 S. 169 Hwy. St. Joseph, MO. 64507

SCRAP ALUMINUM RECYCLING

The Missouri Department of Transportation (MoDOT) Northwest District is soliciting bids to enter into an agreement with a vendor who will provide a scrap container and pick up scrap aluminum generated by MoDOT when called to do so during the agreement period detailed herein. In the bid submission section, fill in the amount you will pay MoDOT for scrap aluminum, based upon the pricing structure shown.

Refer to the Scope of Work on the following pages for the requirements, terms & conditions of this agreement.

PRICING STRUCTURE

Price all materials as F.O.B. Destination (responsibility passes from MoDOT to the vendor at the pickup location). All costs must be included in the unit price bid & not listed separately. Transportation costs, permits, labor expenses, environmental fees, fuel surcharges, scale fees, and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice. All costs must be included in your bid submission price below.

Each vendor will use the following pricing formula to bid. Using the price in effect on the date of pickup based upon American Metal Market (AMM) Nonferrous Scrap Prices, Secondary Smelters', Aluminum Scrap, mixed clips, such as: <http://www.scrapmonster.com/scrap-prices/north-american-aluminum-scrap/mlc-clips-scrap/8/1/1>, the vendor shall state the price per pound of increase over OR the price decrease under the aforementioned documented pricing they are bidding. This margin shall be firm and fixed for the term of this agreement.

For Example Purposes Only*:

If the Margin Bid is Plus \$0.05 over the American Metal Market index amount for the date of pickup:

Plus \$(0.05) or Minus \$() \$ 0.73 / lbs. (June 5, 2013 AMM Index Price)

***Using this example, MODOT would receive \$0.78 per pound for each pound retrieved on that date.**

BID SUBMISSION

Plus \$() OR Minus \$() \$ AMM Price on date of pick up

VENDOR NAME:

(Please enter your company name in this block)

SCOPE OF WORK

Requirements

For the initial pickup of scrap aluminum under this agreement, the vendor shall load and haul away the current supply of scrap aluminum at the designated location. This initial pickup, as well as future pickups, will consist primarily of scrap aluminum signs (flat panel or extruded aluminum) or aluminum sign posts, which will vary in size.

After the initial pickup, an empty container (20 – 40 yard container) shall be set and left at the site for MoDOT crews to fill as materials are brought in. When this container is full, the vendor will be called for subsequent pickups as-needed, with an empty container being left each time the full container is retrieved. When a call is placed for all subsequent pickups, the vendor will be required to remove all scrap aluminum within 72 hours of the call for pickup.

For all pickups, the vendor will be responsible for coordinating all arrangements and performing all work necessary, including packing, loading, and transportation. It is the vendor's responsibility to obtain any over-length or over-weight permits, as they are needed. MoDOT requires the vendor to weigh the materials at an approved certified scale and the vendor is responsible for any weighing or scale fees.

The vendor indemnifies MoDOT and its representatives from any liability associated with the pickup of materials under this agreement. It will be necessary for a MoDOT representative to be present anytime material is picked up. Pickups will only be made during normal MoDOT working hours, unless prior arrangements are agreed to by the appropriate MoDOT representative. MoDOT will not provide any labor or equipment assistance to the vendor.

MoDOT reserves the right to occasionally sell some scrap aluminum materials through other avenues (such as specialized signs which may have a higher value than scrap due to their subject matter, regional importance, or possible historical significance), when such a separate sale may result in an economical advantage for MoDOT. Such items selected for separate sale will not be placed in the vendor's container(s).

Agreement and Renewal Periods

The original agreement period shall be from the date of award through September 30, 2017. This agreement shall not bind, nor purport to bind, MoDOT for any commitment in excess of the original agreement period. MoDOT may terminate for cause, and recover costs and damages for breach of vendor's obligations or requirements, upon a 10 day written notice being sent to the vendor.

MoDOT shall have the right, at its sole option, to renew this agreement for up to four (4) additional one-year periods, or any portion thereof. Renewal periods will consist of annual cycles; October 1 – September 30. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s), pursuant to applicable option clauses of this document.

Payment Instructions and Information

Payments shall be made within fifteen (15) calendar days from the date of pickup.

Payment may be in the form of a business check, personal check, cashier's check or money order.

Payment shall be made payable to the "Director of Revenue, Credit State Road Fund" and mailed to:

Missouri Department of Transportation
Northwest District Financial Services
3602 North Belt Hwy.
St. Joseph, MO. 64506

At a minimum the following shall be provided and included with the payment:

- 1) a copy of the American Metal Market (AMM) Nonferrous scrap price index sheet for the date of pickup,
- 2) a copy of the scale ticket(s) showing the pounds of material collected, and
- 3) a calculation sheet listing the RFB/Agreement # NW-17-014 and showing how the applicable AMM index amount and the bid margin were computed to arrive at the amount of the associated payment.

Bill of Sale:

The vendor shall use sign materials picked up under this agreement as scrap aluminum only. The awarded vendor will be required to sign a "Bill of Sale" agreement stating all signs picked up will be used as scrap only. Materials shall not be sold or distributed in their current forms as highway signs or traffic control devices. In the event the vendor chooses to sell sign materials, the vendor shall, prior to any sale, permanently deface signs to impede their use in current form as highway signs or traffic control devices. The following is a sample of this Bill of Sale:

The awarded highest bidder must agree to these terms.

CCO Form: GS22
Approved: 01/09 (ASB)
Revised: 09/12 (ASB)
Modified: 05/12 (ASB)

BILL OF SALE

THIS BILL OF SALE AGREEMENT is entered into by the Missouri Highways and Transportation Commission acting by and through the Missouri Department of Transportation (hereinafter, "Seller") and _____ (hereinafter, "Buyer") on this _____, 20__.

WITNESSETH:

NOW, THEREFORE, in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

- (1) CONVEYANCE: Seller conveys unto Buyer all rights, title, and interest in _____ in consideration of _____ dollars paid.
- (2) NO WARRANTY: Buyer takes title to the herein described materials as is with no express warranties or implied warranties of suitability or fitness for a particular purpose.
- (3) SIGNS TO BE USED AS SCRAP ONLY: The Buyer shall use sign materials purchased under this Bill of Sale as scrap aluminum only. These materials shall not be sold or distributed in their current forms as highway signs or traffic control devices. In the event the Buyer chooses to sell said sign materials, the Buyer shall, prior to any sale, permanently deface signs to impede their use in current form as highway signs or traffic control devices.
- (4) INDEMNIFICATION: Buyer states that it has read this Bill of Sale including the disclaimer and agrees Buyer shall defend, indemnify and hold harmless the Seller, including its members and department employees, from any claim, liability, judgment, or costs whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Buyer's performance of its obligations, use, possession, and/or title to said materials under this Agreement.
- (5) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Buyer shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- (6) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

Commission Representative

Buyer

Award

Award of this solicitation will be made on an "All Or Nothing" basis using the "highest and best" principle of award, with the vendor submitting the highest price per pound margin being awarded this solicitation. Any tie bids received between bidders shall be settled using the process outlined in 7CSR 10-11.020(J). Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

Basis of Measurement for Payment and Scale Requirements

Payment will be made based on the pounds of the actual materials picked up based upon a weight ticket from a certified scale. Estimated weights will not be accepted. Scales used must have a valid certification from the Division of Weight and Measures of the Missouri Department of Agriculture, a valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand population or more, or a certification of calibration from a commercial scale service company showing the scale meets the requirements of these specifications. The vendor shall furnish the certification of calibration to the MoDOT representative.

Insurance

The vendor shall maintain or cause to be maintained at vendor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the vendor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the vendor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Upon notification of award, the vendor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The vendor's inability to provide this documentation will result in his/her bid/quote being rejected.

MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation
Northwest District Procurement
3602 North Belt Hwy.
St. Joseph, MO. 64506

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses must be mailed, or hand-delivered. Sealed bid responses may NOT be faxed or emailed.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

If additional space is required, please attach an additional sheet and identify it as **M/WBE Information**

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business
_____	_____

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of

1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) “By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.”
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **“VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM”** must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version May 2011)

Informational Note: For mailing bid responses, UPS deliveries are typically made to the Procurement office in St. Joseph, MO in the mid-morning, while FedEx and U.S. Postal Mail is usually received in the mid-morning, but not always. Regardless of delivery method, check with the carrier to ensure the response will be delivered before the 1:00 PM deadline. Late responses cannot be accepted.