

MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR PURCHASES FROM \$3,000 TO
\$24,999.99



THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

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: MARCH 15, 2016	QUOTE DUE BY (DATE AND TIME): MARCH 31, 2016 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
PICK UP DATE: VARIES	QUOTATION #: SL16-083-RW THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: TERSA (TERRI)MOUNT 314-301-1431 TERESA.MOUNT@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437		Delivery Locations: Operations Complex 2309 Barrett Station Road, Ballwin, MO 63021 Ballas Mtn. Building 12001 N. Forty Dr., Town & Country, MO 63131

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Quantity	DESCRIPTION		
Varies	Scrap Metal Service See attached Specifications and Pricing Page. Pricing should remain in effect from Date of Award through March 31, 2018. No guarantees are made as to the utilization of or amount of utilization of service. If vendor cannot perform service as requested, MoDOT reserves the right to contact the next highest bidder/s.		
	Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid that correctly and accurately identifies the company name that is registered to do business in the State of Missouri.		

VENDOR NAME:

FEDERAL ID #

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

SPECIFICATIONS – SCRAP METAL SERVICE SL16-083-RW

PURPOSE:

The intent of this solicitation and the resulting contract is to obtain pricing for scrap metal removal and recycling from MoDOT Barrett Station and Ballas locations. The contract period will be for two (2) years. The contract will be awarded to the vendor submitting the bid that will result in the highest payment to MoDOT for scrap metal.

SCOPE OF WORK:

The Contractor shall deliver empty container(s) to the Barrett Station and Ballas Shop locations at no charge to MoDOT District of St. Louis. Current requirements are one (1) 30-yard container at Barrett Station and two (2) 30-yard containers at Ballas Shop, however these requirements are subject to change. One container at Barrett Station location will be for sole deposit of scrap aluminum as produced or discarded by the District sign shop. The Contractor will remove the container and pay MoDOT for the various scrap metals – this payment will be based on the type of scrap and American Metal Market Index (AMMI) St. Louis prices the first effective day of the month (typically the 7th of each month) the various scrap metals are picked up.

VOLUME OF SCRAP:

There is no estimated quantity or type of metals in which MoDOT will fill up one 30-yard container per month at its Barrett Station or Ballas Sign Shop location hence, subject to change and is not a guarantee of the volume of scrap that will be generated. Estimated 80.32 tons of scrap steel and 8780# lbs of scrap aluminum.

TYPE OF WASTE:

Scrap generated includes aluminum, miscellaneous steel, electrical boxes, posts, copper (from wiring or tubing), brass and bronze (in small quantities, general value/actuator parts), cast iron, carbon steel, stainless steel and minimal other stainless steel, 321, 418, etc., scrap metal. With the exception of the aluminum container for the sign shop, none of the scrap is separated.

UNACCEPTABLE SCRAP:

Bidders must submit, attached to quotation, a note of any type of scrap that is unacceptable.

RESPONSE TIME:

The Contractor will be required to pick up containers within 48 hours of request from designated MoDOT personnel at either site- Barrett Station or Ballas Shop locations.

PAYMENT TO THE DISTRICT FOR SCRAP:

Payment to the MoDOT District of St. Louis is to be based on pricing of the AMMI St. Louis section. If there is a range then the high-end price will apply. The price used is based on the AMMI price the first effective day (typically the 7th of each month) of the month the various scrap metals are picked up.

SPECIFICATIONS – SCRAP METAL SERVICE D610-118-RB

PAYMENT DOCUMENTATION:

Acceptable forms of payment are: U.S. Currency, Certified Cashier Check, Money Order, or a Company Check (with Bank Letter guaranteeing funds – MANDATORY). Checks shall be made payable to: Director of Revenue, Credit Road Fund, attn: Business and Benefits, 1590 Woodlake Drive, Chesterfield, MO. 63017-5712. A separate report must also be submitted for each pick-up to Procurement with the following information:

1. Date of Collection
2. Check number for payment
3. Description of the material collected
4. Copy of a dated certified weight ticket documenting the weight of the material
5. A photocopy of the pricing page from the AMMI publication, St. Louis, Mo showing the pricing being used.
6. Price per gross ton
7. Total amount of payment.
8. Location from which the scrap metal was picked up

DELIVERY AND/OR FUEL SURCHARGES:

Fuel surcharges for transporting the materials shall not be allowed. The bid by the Contractor shall be inclusive of the Contractor providing container (s) and transportation and any other costs.

CONTAINER AVAILABILITY:

Within one (1) business day of pick-up of the material, the Contractor shall return the container to the site from which the various scrap metals were picked up; or the container being picked up can be replaced with an empty container at the time of pick-up. The placement of the containers shall be in accordance with the wishes of the MoDOT site contact.

Note: This container is outside and exposed to weather, i.e., ice, rain, snow. Container will be in a somewhat secure area. It is recommended but not required that lid/covering be provided for container to eliminate exposure to the elements and possible pilferage.

PROVISIONS:

All highway signs that are retrieved from the Missouri Department of Transportation, for recycling, must be recycled for scrap metal. Under no circumstances should the signs be reused or sold to be reused as highway signs, regardless of their condition. Although some signs that are scrapped look to be in good condition, damage to the retro reflectivity can occur due to pressure on the sign or age. A sign that is installed without proper retro reflectivity can bring liability upon the installer.

The Buyer indemnifies MoDOT from any liability when removing items. It is the Buyer's responsibility to obtain any over-length or over weight permits, as they are needed.

AWARD:

MoDOT shall make award to the highest and best bid. MoDOT reserves the right to reject any and all bids.

Bid will be based on the published American Metals Market Consumer Buying Price, St. Louis, MO. Bidders shall indicate their “margin” on the enclosed pricing page. Award of bid will be based on the highest net price per gross ton (or pounds); therefore, the bidder with the lowest margin per gross ton, will receive the award:

Example:	Consumer Buying Price, St. Louis (first effective day of the month)	\$250.00 gt
	Less Bidder’s Margin (example)	<u>\$-30.00 gt</u>
	Bidder’s Net Price (per gross ton)	\$220.00 gt

Pricing Page
Bid Opening Date: March 31, 2016 Time 10:00am

NAME OF BIDDER:

DATE:

The bidder hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for MoDOT locations dated March 15, 2016. Award of bid will be based on the highest net price per gross ton (or pounds); therefore, the bidder with the lowest margin per gross ton, will receive the award. MoDOT exercise its right to cancel this agreement, cancellation will become effective upon the date specified in the notice of cancellation sent to the bidder. Payment must reference the AMM pricing, less the margin.

<u>Material</u>	<u>Category</u>	<u>Price</u>
Miscellaneous Steel	#1 Heavy Melt	Bid Margin:\$_____/gross ton
Scrap Iron		Bid Margin:\$_____/gross ton
Electrical Boxes and Aluminum Poles	Segregated Low Copper Clips	Bid Margin:\$_____/per pound
Scrap aluminum (signs)	Loose Sheet	Bid Margin:\$_____/per pound
Truck Mounted Attenuators	Old Aluminum Sheet and Cast	Bid Margin:\$_____/per pound
Other: (Please Specify)	_____	_____

Indicate whether your company is willing to offer the above prices for cooperative purchasing for Missouri counties, cities or other political entities: Yes___ No___

Price Agreement Period: From date of award through March 31, 2018.

Viewing of representative samples of materials was completed: Yes___ No___

Containers with lids will be provided: Yes___No___ State sizes available of containers:_____

Note: Pick up locations may vary over extent of price agreement period and will be mutually agreed upon between bidder and MoDOT.

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 <u>Addresses of Missouri Offices or Places of Business.</u>										
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: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

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 <u>Location Products are Manufactured or Produced.</u>	
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: <ol style="list-style-type: none"> a. 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 b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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.

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.

SPECIAL TERMS AND CONDITIONS

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Tax Exempt Status:

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.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, 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 Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day

Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

The awarded highest bidder will have to agree to these terms.

CCO Form: GS23
Approved: 01/09 (ASB)
Revised: 01/15 (ASB)
Modified:

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) TRAFFIC CONTROL DEVICES TO BE USED AS SCRAP ONLY: The Buyer shall use traffic control devices purchased under this Bill of Sale for purposes other than traffic control unless the buyer is a political subdivision of the State of Missouri or authorized contractor. These materials shall not be sold or distributed in their current forms as traffic control devices. In the event the Buyer chooses to sell said traffic control devices, the Buyer shall, prior to any sale, permanently deface or otherwise disable the traffic control devices to impede their use in current form as traffic control devices. Buyer also acknowledges that the Manual on Uniform Traffic Control Devices, 23 CFR 655, 23 USC 109(d) and 23 USC 402(a) apply to the use of traffic control devices and do not allow the presentation of advertising messages or other messages unrelated to traffic control on a traffic control device. Buyer also acknowledges that Buyer has read and understands Missouri Statute 304.321, attached.
- (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