



**MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION
FOR PURCHASES \$25,000 AND OVER**

THIS IS NOT AN ORDER

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: OCTOBER 21, 2014	<u>BID DUE BY:</u> 10 AM CST NOVEMBER 17, 2014	<u>FOB REQUIREMENTS:</u> DESTINATION
AGREEMENT PERIOD: DATE OF AWARD THROUGH OCTOBER 31, 2015	<u>BID #:</u> SEW15-0889RY THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER: Gloria Bunch PHONE NUMBER: 417-469-6256 FAX NUMBER: 417-469-3449 Email: gloria.bunch@modot.mo.gov
<u>District Mailing Address:</u> Mo Department of Transportation Southeast Procurement 3956 E. Main Willow Springs, MO 65793		<u>Delivery Locations:</u> MoDOT 111 Edwards Sikeston, MO 63801 MoDOT 3952 E. Main Willow Springs, MO 65793

Scrap Aluminum Signs

Southeast District requests sealed bids to establish a Fixed Price/Pound agreement for picking up **Scrap Aluminum** signs and post on an as-needed basis. Some signs may have clamps and bolts still attached.

When a pickup call is placed, MoDOT will require the buyer to weigh the material at an approved certified scale and be responsible for any weigh or scale fees. Buyer will be required to remove all used scrap aluminum within 72 hours unless other prior arrangements are made. Signs vary in size and include flat panel and extruded aluminum signs. It is the buyer's responsibility to obtain any over-length or over-weight permits if needed. Environmental fees, fuel surcharges and/or any other miscellaneous charges will not be accepted on any invoice.

Buyer indemnifies MoDOT and its representatives from any liability associated with the removal of materials under this agreement. A MoDOT representative must be present anytime material is removed. No pickups will be made on Saturdays, Sundays or observed state holidays. On a seasonal basis, facilities may operate on four 10-hour shifts. In these instances, no pickups will be made on the scheduled closure day.

MoDOT reserves the right to occasionally sell some scrap aluminum materials through other avenues such as specialized signs with higher scrap value due to their subject matter, possible regional or historical significance, etc. Such items will be withheld for separate sale and not be placed in the buyer's designated pickup area.

Bill of Sale: The buyer will agree to sign a "Bill of Sale" agreement stating all signs will be used as scrap only. The buyer shall use the sign materials purchased under the bill of sale as scrap aluminum only. These materials shall not be sold or distributed in their current form as a highway sign or traffic control device. In the event the buyer chooses to sell said sign materials, prior to any sale the buyer shall permanently deface signs to impede their use in current form as highway signs or traffic control devices.

Pricing Structure: Buyer will use the following pricing formula to bid.

Using the “Price Effective Date” of American Metal Market AMM Nonferrous Scrap Prices, Secondary Smelters, Aluminum Scrap, mixed clips, highest quoted price for the date of pickup. Buyer shall state the price of increase over **or** the price decrease under the aforementioned documented pricing they are willing to bid.

Southeast Scrap Aluminum Bid Submission

Bid Item	Quantity	Margin (Select Either Plus or Minus Below)	American Metal Market	Grand Total
#1 – Sikeston	<u>Lbs</u> (As Needed)	Plus \$ _____ (or) Minus \$ _____	\$ _____ AMM/Per Lb.	\$ _____
#2 – Willow Springs	<u>Lbs</u> (As Needed)	Plus \$ _____ (or) Minus \$ _____	\$ _____ AMM/Per Lb.	\$ _____

Example: 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. (October 18, 2013 AMM Index Price)

- * **MoDOT would receive 0.78 per pound for each pound retrieved that day.**
- * Buyer will supply the scale ticket and American Metal Market AMM NonFerrous Scrap Price Sheet for each date of pickup.

Payments shall be made to the “Director of Revenue, Credit Sate Road Fund” and mailed to the below address. Cashiers check, money order or business check will be accepted methods of payment.

Missouri Department of Transportation
Southeast District – Financial Services
3956 E. Main
Willow Springs, MO 65793

The agreement period will be from date of award through October 31, 2015. Three 12-month extensions will be offered provided both parties agree to no changes in pricing, terms or conditions.

MoDOT may terminate for cause, and recover costs and damages for breach of buyer’s obligations or requirements, upon a 10 day written notice.

BUYER NAME:

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

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

304.321. Unauthorized signal devices prohibited--trafficway not to be used for signs--nuisances declared

1. No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal, marking or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of an official traffic-control device or any railroad sign or signal.

2. No person shall place or maintain nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon any commercial advertising unless authorized by the Missouri highways and transportation commission.

3. This section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.

4. Every such prohibited sign, signal or marking is hereby declared to be a public nuisance.

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.

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.

SPECIAL TERMS AND CONDITIONS

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.

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 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

- b. 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**.

TEMPORARY SUSPENSION OF WORK

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.