

REQUEST FOR QUOTATION



SALE OF SCRAP METAL

RFQ # 16PA008

TABLE OF CONTENTS



SALE OF SCRAP METAL

RFQ # 16PA008

INSTRUCTIONS TO BIDDERS 1

- 1. SUBMITTAL RECEIPT AND INFORMATION..... 1
- 2. PRE-BID CONFERENCE..... 1
- 3. ENVIRONMENTAL PROCUREMENT POLICY..... 2
- 4. PURCHASING WEB SITE 2
- 5. DOWNLOADING SOLICITATIONS..... 2
- 6. EMAIL NOTIFICATION 2
- 7. CITY OF SCOTTSDALE PROCUREMENT CODE..... 2
- 8. OBLIGATIONS..... 3
- 9. NON COLLUSION AFFIDAVIT 3
- 10. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS..... 3
- 11. LITIGATION 4
- 12. TAXES/LICENSES..... 4
- 13. SMALL BUSINESS 6
- 14. TITLE VI NOTICE 6
- 15. INTERPRETATIONS, ADDENDA 6
- 16. PRICING/TOTAL BID COST 7
- 17. SUBMITTAL PROCEDURE 7
- 18. AWARD/REJECTION OF BIDS..... 8
- 19. CONTRACT AWARD NOTIFICATION 8
- 20. AWARD OF CONTRACT 9
- 21. PURCHASE ORDER 9

GENERAL TERMS AND CONDITIONS 10

- 1. AUTHORITY 10
- 2. CAPTIONS..... 10
- 3. CHEMICALS..... 10
- 4. ENDANGERED HARDWOODS 10
- 5. ESTIMATED QUANTITIES 11
- 6. FUNDS APPROPRIATION..... 11
- 7. INSURANCE REQUIREMENTS..... 11
 - Insurance Representations and Requirements..... 11
 - Required Coverage 13
- 8. PURCHASE ORDER 14
- 9. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM..... 14
- 10. SCOTTSDALE CITY SEAL AND CITY SYMBOL 14
- 11. SEVERABILITY..... 14

SPECIAL TERMS AND CONDITIONS 15

- 1. APPROVED ALTERNATES 15
- 2. CHANGES IN THE WORK..... 15
- 3. CONTRACT ADMINISTRATOR DUTIES 15
- 4. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS..... 15
- 5. CO-OP USE OF CONTRACT 16
- 6. COUNTERPARTS 16
- 7. EXECUTION OF CONTRACT..... 16
- 8. LITIGATION..... 16
- 9. LOCAL CONDITIONS, RULES AND REGULATIONS..... 16
- 10. MODIFICATIONS..... 16
- 11. RECORDS AND AUDIT RIGHTS..... 17

12. REGISTERED/LICENSES	17
13. SOLICITATION QUESTIONS	17
14. TERM OF AGREEMENT	18
SPECIFICATIONS.....	19
INTENT	19
REQUIREMENTS	19
SCRAP METAL CONTAINERS.....	19
SCRAP METAL CATEGORIES.....	20
CONDITION OF METALS	21
SCRAP METAL WEIGHT VERIFICATION	21
LOADING AND TRANSPORTING OF SCRAP METAL.....	21
PICKUP.....	21
LOCATION OF SCRAP METAL	21
CONTRACT TYPE	21
PRICING	21
PAYMENT.....	22
LICENSES	22
QUOTATION FORM.....	23
QUOTATION SIGNATURE PAGE	25
SUBMITTAL CHECKLIST.....	26
BIDDER GENERAL DISCLOSURE FORM	27
BIDDER LITIGATION DISCLOSURE FORM	28
PRICING AGREEMENT / NOTICE OF AWARD	29

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

The City of Scottsdale invites sealed submittals for the sale of scrap metal, aluminum, copper, brass, wire and plastic.

SOLICITATION CRITICAL DATES

QUOTATION SUBMITTAL DUE DATE:	<u>2:00 P.M., LOCAL TIME, MAY 4, 2016</u>
SUBMITTAL QUESTIONS DUE DATE:	<u>2:00 P.M., LOCAL TIME, APRIL 27, 2016</u>

1. SUBMITTAL RECEIPT AND INFORMATION

SOLICITATION SUBMITTALS WILL BE RECEIVED until 2:00 P.M., LOCAL TIME, MAY 4, 2016, 2016, at the Purchasing Department by email to purchasingquotes@scottsdaleaz.gov or by fax to 480-312-9070. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

No Submittal will be considered unless it is submitted on the Quotation Form and Signature Page contained herein with original signature via pdf document. The email or fax submittal must be clearly marked with the solicitation number, solicitation title and the Purchasing Staff member name as per #17 Submittal Procedure.

A VALID RESPONSE TO THIS SOLICITATION INCLUDES THE RETURN OF THE COMPLETED QUOTATION FORM AND SIGNATURE PAGE.

Requests for additional information relating to this bid should be directed to:

Kyle Talbert
Buyer
480-312-5718
ktalbert@scottsdaleaz.gov

2. PRE-BID CONFERENCE

(Not Applicable)

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

3. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Special Terms and Conditions, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

4. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information; including the capability to download solicitations and plan sheets (if applicable), how to introduce your products, a list of the Buyer's commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

5. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing Office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the Purchasing web site at <https://eservices.scottsdaleaz.gov/eservices/solicitations/> in order to be notified of associated addenda.

6. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a Bidder list; however, on the Purchasing web site, lower right side, see "Subscribe to Solicitation Opportunities", enter your email address and click subscribe to receive a notification of Solicitation Opportunities twice weekly at <http://www.scottsdaleaz.gov/purchasing>.

7. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office, located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website at <http://www.scottsdaleaz.gov/purchasing>.

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

8. OBLIGATIONS

The issuance of this solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

9. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their bid or proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

10. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

10. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS – CONT'D

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

11. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware.

Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

12. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

12. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://www.azleg.state.az.us/arizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/taxes>

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

12. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor-Cont'd: City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

13. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

14. TITLE VI NOTICE

"The **City of Scottsdale**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

15. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

15. INTERPRETATIONS, ADDENDA – CONT'D

Any addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. By signing and submitting a bid or proposal the Bidder/Proposer is acknowledging that they will abide by all addenda issued prior to the opening of the bids/proposals and agreeing that all pricing takes into account all such addenda.

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. The bidder/proposer can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued against a specific solicitation. If they feel they are missing any addenda, they can register again as a downloader to obtain access to all issued addenda.

A viewing copy of the addendum will also be available wherever the solicitation documents are kept. It is the responsibility of the bidder/proposer to be aware of ALL addenda before submitting their final bid/proposal. The City takes no responsibility for any addenda that a bidder/proposer has failed to address in their submittal, and will hold the bidder/proposer responsible that their pricing encompasses all issued addenda.

16. PRICING/TOTAL BID COST

Request for Quotations will be evaluated and recommended for award based on the total amount quoted excluding all applicable taxes.

The total cost amount containing all costs attendant to the quotation should be listed on the Quotation Form and should include any installation, and/or preparation charges, and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Request for Quotation and be subject only to cash discount. **OUT-OF-STATE BIDDERS DO NOT ADD ANY SALES, USE, OR FEDERAL EXCISE TAX TO YOUR QUOTATION. ARIZONA BIDDERS DO NOT ADD ANY USE OR FEDERAL EXCISE TAX TO YOUR QUOTATION.**
QUANTITY

All quantities stated on the Quotation Form are subject to adjustment dictated by City requirements. Quantities at variance with stated quote quantities may be purchased as required.

17. SUBMITTAL PROCEDURE

Submittals for this solicitation should only be submitted by email to purchasingquotes@scottsdaleaz.gov or by fax to 480-312-9070. Submittals not received at the above listed email or fax may be considered non-responsive. **LATE SUBMITTALS WILL NOT BE CONSIDERED.** This email address (purchasingquotes@scottsdaleaz.gov) and fax (480-312-9070) shall be used solely for Request for Quotations and Pricing Agreements. All other solicitations (IFB, RFI, RFP) will not be accepted via this submittal method and shall follow the instructions to bidder's clause for submittal procedures as listed within each solicitation.

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

17. SUBMITTAL PROCEDURE – CONT'D

No submittal will be considered unless it is submitted on the QUOTATION FORM contained herein (or as otherwise requested). Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Signature Page document.

The Quotation Form page containing the pricing must be completed. The name of the Contractor/Company must be listed on the page.

All submittals are to be completed on City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

Submittals received by the City by the stated due time and date and with the signed Signature Form and Quotation Form document, constitute a legally binding offer by the contractor.

A VALID RESPONSE TO THIS SOLICITATION INCLUDES THE RETURN OF THE COMPLETED QUOTATION FORM AND SIGNATURE PAGE AS INDICATED BY RECEIPT TIME OF EMAIL OR FAX.

18. AWARD/REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

19. CONTRACT AWARD NOTIFICATION

Award information for Informal Solicitations will be published to the Award listing upon award and can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Award.

INSTRUCTIONS TO BIDDERS



SALE OF SCRAP METAL

RFQ # 16PA008

20. AWARD OF CONTRACT

All of the terms, conditions and specifications of the procurement contract are contained in the purchase order, unless any of the terms, conditions or specifications is modified by an addendum to the solicitation, a contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this contract shall be the date the purchase order is received by the contractor, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this contract until the contractor receives a purchase order document or separate Notice to Proceed.

Once the City has determined the award the Contractor is required to provide all additional Insurance Certificates, IRS W-9 form and other documentation required to issue the purchase order. If the Contractor fails to furnish the required documents within the stated 10 calendar days they may be considered in default. All required documents are to be sent by fax or email to the Purchasing Representative listed in the solicitation.

21. PURCHASE ORDER

The terms and conditions of the Purchase Order are found at the Purchasing Website <http://www.scottsdaleaz.gov/Purchasing/StandardPOTermsConditions> and are hereby incorporated in full into this request by reference.

GENERAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

1. **AUTHORITY**

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

2. **CAPTIONS**

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

3. **CHEMICALS**

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

4. **ENDANGERED HARDWOODS**

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

GENERAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

4. **ENDANGERED HARDWOODS – CONT'D**

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

5. **ESTIMATED QUANTITIES**

All quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

6. **FUNDS APPROPRIATION**

If funds are not appropriated by the City Council to continue this Contract and for the payment of charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all charges incurred through the end of such period.

7. **INSURANCE REQUIREMENTS**

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

GENERAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

7. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made. In the event any insurance policies required by this Contract are written on a “claims made” basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all “claims made” policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the “claims made” coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor’s insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the contractor’s policy:

GENERAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

7. **INSURANCE REQUIREMENTS – CONT'D**

Insurance Representations and Requirements – Cont'd

Evidence of Insurance and Required Endorsements – Cont'd

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Vehicle Liability

Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

GENERAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

8. PURCHASE ORDER

The terms and conditions of the Purchase Order are found at the Purchasing Website <http://www.scottsdaleaz.gov/Purchasing/StandardPOTermsConditions> and are hereby incorporated in full into this request by reference.

9. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.irs.gov under their forms section.

10. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

11. SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

SPECIAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

1. **APPROVED ALTERNATES**

(Not Applicable)

2. **CHANGES IN THE WORK**

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, require the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

3. **CONTRACT ADMINISTRATOR DUTIES**

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

4. **CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS**

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

SPECIAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

5. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

6. COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

7. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

8. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware during the course of any contract with the City. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

9. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

10. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

SPECIAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

11. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract.

For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

12. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

13. SOLICITATION QUESTIONS

Requests for additional information relating to this bid should be directed to:

Kyle Talbert

Buyer

480-312-5718

ktalbert@scottsdaleaz.gov

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this solicitation to Kyle Talbert, no less than eight (8) days prior to the original solicitation opening date. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff, ktalbert@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

SPECIAL TERMS AND CONDITIONS



SALE OF SCRAP METAL

RFQ # 16PA008

13. SOLICITATION QUESTIONS – CONT'D

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, APRIL 27, 2016**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

14. TERM OF AGREEMENT

The term of this Agreement shall be for a one (1) year period from the effective date of acknowledgment of the Pricing Agreement.

The City may extend this Agreement for four (4) more additional one year periods, upon the recommendation of the Contract Administrator and concurrence of the Purchasing Manager and the Contractor.

SPECIFICATIONS



SALE OF SCRAP METAL

RFQ # 16PA008

INTENT

The City of Scottsdale wishes to enter into an agreement with a vendor who will purchase and pick up various types of scrap metal. The scrap metal will consist of copper, brass, aluminum, stainless steel and steel. The successful vendor will be responsible for the collection and payment to the City of Scottsdale for a one year contract agreement, extendable in one year increments, with a maximum total of five years, upon the mutual agreement for both parties as well as the consideration of the current market conditions for the sale of scrap metals.

REQUIREMENTS

The contractor shall be responsible for providing all labor, materials, equipment, and services required to provide the services contained herein in accordance with all contract terms and conditions.

SCRAP METAL CONTAINERS

The contractor shall provide and properly maintain scrap metal containers at no cost to the City. All containers shall comply with current and applicable Occupational Safety and Health Standards of this State. The containers shall also be undamaged and neat in appearance (uniformly painted). Any container found to be damaged, unclean and/ or not kept in a safe and sanitary condition shall be cleaned, repaired or replaced by the contractor within 24 hours of notification.

Contractor to provide the following containers/categories/locations:

9191 E. San Salvador Drive, Scottsdale 85258

- Two (2) each six yard containers for clean #1 Copper (Type A)
- One (1) fifteen yard container for contaminated red brass solids (Type B)
- One (1) forty yard container for contaminated steel solids
- One (1) six yard container for insulated copper wire (Type C)

Special Considerations

One (1) plastic 55 gallon drum to be provide by the City for frangible brass bullets. Contractor shall haul away bullets (drum included) and is not required to return the drum.

7601 E. McKellips, Building B Scottsdale 85257

- One (1) one yard container for aluminum

8787 E. Hualapai Drive, Scottsdale 85255

- One (1) six yard container for stainless steel
- One (1) six yard container for contaminated steel solids
- One (1) six yard container for aluminum

26602 N. Pima Road, Scottsdale 85266

- One (1) six yard container for stainless steel
- One (1) six yard container for aluminum
- One (1) twenty yard container for contaminated steel solids

375 N. Miller Road, Scottsdale 85257

- One (1) thirty yard container for contaminated steel solids

8421 E. Union Hills, Scottsdale 85255

- One (1) forty yard container for plastic (Type E)

SPECIFICATIONS



SALE OF SCRAP METAL

RFQ # 16PA008

SCRAP METAL CONTAINERS – CONT'D

911 N. Stadem Drive, Tempe 85251

One (1) one yard container for contaminated steel solids

8111 E. McDonald Drive

One (1) six yard container for stainless steel

One (1) six yard container for contaminated steel solids

Contractor to provide special load and hot load containers as needed.

Contractor shall have the flexibility to drop additional various size containers at various City locations for one-time recycling, clean ups throughout the year, on an as needed basis.

Any spillage of scrap metal made by the contractor during pick-up shall be the responsibility of the contractor and shall be cleaned up immediately.

All scrap metal containers shall remain the property of the contractor and shall be supplied at no cost to the City of Scottsdale.

SCRAP METAL CATEGORIES

The prices quoted will be based on (AMM) **American Metal Market** Nonferrous Scrap Metals, with the first effective issue of the month high side to govern.

SCRAP METAL CATEGORIES
Type A (class 1) shall consist of Clean #1 Copper
Type A (class 2) shall consist of Contaminated #2 Copper
Type B (class 1) shall consist of Contaminated Red Brass Solids
Type C (class 1) shall consist of Insulated Copper Wire
Type D (class 1) shall consist of Export Yard Buying #1 Heavy Melt
Type E shall consist of Excreted Plastic.
Type F shall consist of Frangible Brass.

The scrap metal categories listed above are the most common categories for the City. There may be additional categories in which small quantities shall be available for collection. In the event that this need arises, the pricing for any additional categories shall be consistent with the formula used on the attached quotation form, using the percentage rate for miscellaneous categories. Examples of miscellaneous metals include but not limited to Aluminum Copper radiators, painted Aluminum, Clean and Contaminated Stainless Steel.

SPECIFICATIONS



SALE OF SCRAP METAL

RFQ # 16PA008

CONDITION OF METALS

The scrap metal will be sold on an “as is” basis. The City of Scottsdale makes no guarantee of any kind, expressed or implied, as to the condition of the scrap metal.

SCRAP METAL WEIGHT VERIFICATION

The contractor shall be responsible for providing the City of Scottsdale with the actual weight of scrap metal that is picked up. Such verification shall be in the form of a weight scale ticket. This ticket shall have the type of scrap metal, its weight and the price paid. These are required to track contract usage.

Weight of scrap metal for each pick-up shall be determined by the difference between laden and unladen weight of the delivery vehicle, as determined by certified scales, registered by the State of Arizona.

Vehicles used for scrap metal pick-up shall be empty upon arrival for pickup.

LOADING AND TRANSPORTING OF SCRAP METAL

All scrap metal is to be loaded and transported by the contractor in accordance with all applicable National, State and Local Government OSHA, Occupational, Health, Safety, statues, regulations that govern the industry. The contractor shall be solely responsible for proper loading and transportation.

All cost associated with removal and transportation of scrap metal loads shall be the sole responsibility of the contractor.

PICKUP

Pickup of scrap metal shall be made within three (3) working days of receipt of notification between hours of 6AM-4PM.

LOCATION OF SCRAP METAL

The scrap metal will primarily be located at the City of Scottsdale Corporation Yard at 9191 E. San Salvador Dr., Scottsdale, Arizona, 85258 a secondary location at 275 North Miller Road, Tempe, Arizona, 85257 will also be established. The metals will be sorted and stored by City of Scottsdale Staff in containers provided by the vendor. The City of Scottsdale reserves the right to add locations for individual pickups.

CONTRACT TYPE

Fixed price (percentage rate price) - indefinite quantity.

PRICING

The buy price for miscellaneous metals and Types A-F to the City is to be quoted by using the percentage rates based on scrap metal pricing as published in the Los Angeles, (AMM) **American Metal Market** Publication, using the first effective issue of the month with the high side governing.

SPECIFICATIONS



SALE OF SCRAP METAL

RFQ # 16PA008

PAYMENT

Full payment shall be forwarded to the City of Scottsdale Warehouse Department on or before the 10th (tenth) day of each month for all of the material purchased during the previous month, based upon the total weight, class and quoted percentage rate applied by using the first American Metal Market publication of the current month.

Payments will be accompanied by a remittance document indicating the date, type of scrap, weight, and dollar value of pickup(s). Contractor shall show conversion of percentages of **American Metal Market** prices to actual net prices on the remittance document. American Metal Market pricing table shall accompany payment.

Payment shall be submitted to the following location made payable to the City of Scottsdale and should be addressed as follows:

**City of Scottsdale
Warehouse
9191 E. San Salvador Dr.
Scottsdale Arizona, 85258**

Late payments will be subject to interest payment to the City of Scottsdale at 1.5% per month. Continued late payments may be considered just cause for termination for default.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

QUOTATION FORM



SALE OF SCRAP METAL

RFQ # 16PA008

METAL TYPES	CLASS	ESTIMATED ANNUAL USAGE IN LBS	PRICE OF FIRST EFFECTIVE ISSUE OF THE MONTH OF FEBRUARY 2016	PERCENTAGE RATE OVER AMM INDEX	CURRENT PRICE PER LB. FOR EVAL	TOTAL ANNUAL VALUE
The following pricing to be based on AMM Export Yard Buying, with the first effective issue of the month high side to govern.						
TYPE A (#1 Copper)	1	3,000	\$ _____	_____ %	\$ _____	\$ _____
TYPE A (#2 Copper)	2	1,000	\$ _____	_____ %	\$ _____	\$ _____
TYPE B (Red Brass)	1	66,000	\$ _____	_____ %	\$ _____	\$ _____
TYPE C (Insulated Copper Wire)	1	4,000	\$ _____	_____ %	\$ _____	\$ _____
TYPE D (Export Yard Buying Heavy Melt)	1	250,000	\$ _____	_____ %	\$ _____	\$ _____
TYPE F (Frangible Brass)	N/A	2500	\$ _____	_____ %	\$ _____	\$ _____
TOTAL ANNUAL VALUE						\$ _____

The following percentage shall be based on the percentage rate over AMM index, per pound. (This will not be used as an evaluation for award.)

MISC METALS	N/A	4,000	N/A	_____ %	N/A	N/A
TYPE E EXCRETED PLASTIC	N/A	10,000	N/A	_____ %	N/A	N/A

PLEASE FILL OUT THIS FORM COMPLETELY. PRICING TO BE IN ACCORDANCE WITH PRICING FOUND IN LOS ANGELES AMERICAN METAL MARKET. FUTURE PRICING TO REFLECT APPLICABLE MONTHS FIRST EFFECTIVE ISSUE OF MONTH.

TAXES

- Do not include any sales, use, or federal excise tax** in your quotation. The City is exempt from the payment of federal excise tax and will add sales and use tax as applicable.
- The Vendor/Contractor is responsible for and shall include the applicable sales tax rate as requested.
- The City of Scottsdale will not allow any adjustment in quotations for claimed error in tax calculations.

NAME OF FIRM: _____

QUOTATION FORM – CONT'D



SALE OF SCRAP METAL

RFQ # 16PA008

DELIVERY

Delivery Location: **City Wide**

1. Delivery terms are f.o.b. destination.
2. Delivery will be completed within ____ days after receipt of Purchase Order.
3. Prices quoted herein are effective thru completion of delivery against this Agreement.

NAME OF FIRM: _____

TO CONSTITUTE A RESPONSIVE QUOTATION, THE QUOTATION FORM AND SIGNATURE PAGE MUST BE COMPLETED IN ITS ENTIRETY AND RETURNED AS PER INSTRUCTIONS TO BIDDERS, #17 SUBMITTAL PROCEDURES

QUOTATION SIGNATURE PAGE



SALE OF SCRAP METAL

RFQ # 16PA008

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Quotation document. The Bidder also certifies it is in compliance with the Non Collusion and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone Number

Fax Number

Date

E-Mail Address

The Bidder hereby acknowledges that the bid/proposal pricing is based on all of the addenda that were issued by the City prior to opening of this bid/proposal.

Quotation must be signed by a duly authorized representative eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting Quotations will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Quotation must indicate the responsible entity.

Bidders should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

SUBMITTAL CHECKLIST



SALE OF SCRAP METAL

RFQ # 16PA008

NOTICE: Bidders are not required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Quotation Form(s) (COS Form)** - Fully completed Solicitation Quotation Form(s) including Summary Quotation Form Sheet if applicable.
- Quotation Signature Page (COS Form)** – Fully completed Quotation Signature Page, signed in ink.
- General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form (COS Form)** - Fully completed Litigation Disclosure Form, signed in ink.

NOTE:

“Please **do not** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist.”

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

BIDDER GENERAL DISCLOSURE FORM



SALE OF SCRAP METAL

RFQ # 16PA008

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Title

Printed Name

Date

COMPANY NAME: _____

BIDDER LITIGATION DISCLOSURE FORM



SALE OF SCRAP METAL
RFQ # 16PA008

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

Title

Printed Name

Date

COMPANY NAME: _____



PRICING AGREEMENT / NOTICE OF AWARD

It has been recommended that contract _____ for _____ be awarded to bidder _____, in the amount of \$_____.

Contract Administrator (print)

Signature

Date

This Pricing Agreement awarded _____, 201____, between _____ and the City of Scottsdale is made pursuant to the Terms and Conditions in Request for Quotation #_____, and in conformance with the City of Scottsdale Procurement Code.

The term of this Agreement shall be for a one (1) year period with the option to extend, by agreement between the City and Contractor, for four (4) additional one (1) year periods thereafter for a maximum term of five (5) years.

The pricing structure shall be as stated on the attached Quotation Form(s) submitted by the Contractor on (submittal date).

This Agreement, including any exhibits and subordinate documents attached to or referenced in this Agreement, shall constitute the entire Agreement between the City of Scottsdale and Contractor with respect to the subject matter.

This Agreement does not constitute a commitment to purchase on the part of the City of Scottsdale.

Insurance Certificates, if applicable, shall be returned with this signed Pricing Agreement.

All terms and conditions of this contract referenced herein are incorporated by reference and shall govern this agreement.

No provision of this Agreement shall be deemed waived, amended or modified by any party hereto, unless such waiver, amendment or modification is in writing and signed by an authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

CITY OF SCOTTSDALE/PURCHASING

Contractor: _____

By: _____

By: _____

Title: _____

Title: _____
(Officer, Partner, Owner)

Date Signed: _____

Date Signed: _____

SAMPLE