

Invitation for Bid 00515

Scrap Metal Collection & Recycling

The Washington State Department of Enterprise Services, Master Contracts and Consulting Unit (DES), issues this Invitation for Bid (IFB) under the authority of the Revised Code of Washington (RCW) 39.26. DES reserves the right to modify dates and times. Any changes will be sent electronically as amendments to all users of Washington's Electronic Business Solution (WEBS) who download this IFB.

Posting date.....February 26, 2015

Question-and-answer periodMarch 06 – March 20, 2015

Pre-bid conferenceMarch 20 2015, 9:30 AM

1500 Jefferson St. SE

Olympia, WA 98501

Rm 2332

Bids are dueApril 10, 2015, 2 p.m.

Anticipated award dateMay 22, 2015

Procurement coordinatorJohn W Allen III
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Deliver bids toWashington State Department of Enterprise Services
Master Contracts and Consulting
1500 Jefferson St. SE
Olympia, WA 98501

Attention: Bid Clerk, Master Contracts and Consulting Unit

IMPORTANT: Bids must be delivered in a sealed package and should have the following information on the outside:

- IFB number
- Bid due date and time
- Procurement coordinator's name
- Name and address of bidder's company

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1 SUMMARY OF OPPORTUNITY

1.1 Purpose of the IFB

The purpose of this IFB is to establish a statewide master contract for Scrap Metal Collection & Recycling. Recycling of scrap metal is an important environmental concern for the State. The Contractor shall provide the management, supervision, equipment, and collection units necessary for the removal, disposal, and sale of publicly-owned scrap metal.

This is a replacement contract for Contract # 01509; which expires on June 1, 2015. A copy of the current contract can be obtained here:

<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=01509> The contract is used by various customers throughout the State of Washington, and by political subdivisions. Based on customer feedback, the requirements identified herein are still critical to meeting our customers' missions.

The Department of Enterprise Services (DES) intends to award 6 regions within the State of Washington. Contract pricing is to be premised upon a rebate to the customer for the product picked up and recycled.

The state anticipates awarding to a single bidder by region for all of the services specified herein. In order to be considered response, bidder must bid all the services specified herein per region.

1.2 Purchasers

This contract will be available for use by all Washington state agencies and authorized parties to the Master Contracts Usage Agreement (MCUA), including institutions of higher education, cities and counties, other political subdivisions or special districts, and nonprofit corporations. Their orders are subject to the same contract terms, conditions and pricing as state agencies.

The contract will also be available for use by the Oregon Cooperative Purchasing Program (ORCPP) based on the contractor's acceptance.

While use of the contract is optional for political subdivisions and nonprofit corporations authorized by the MCUA and these entities' use of the contracts can significantly increase the purchase volume. DES accepts no responsibility for orders or payment by MCUA members.

- MCUA members: <https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx>

1.3 Contract term

The initial term of the contract is three (3) years from award of the contract, with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES upon written mutual agreement. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension. DES reserves the right to extend with all or some of the contractors.

1.4 Estimated sales

Rebates over the initial Three-year term of the contract could approximate \$900,000 from all users. Purchase potential from other purchasers is unknown.

DES does not represent or guarantee any minimum purchase.

1.5 Material requirements

The Contractor shall provide the management, supervision, equipment, and collection units necessary for the removal, recycling, and sale of publicly-owned scrap metal. The State has had a

similar contract in place for many years The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

COLLECTION UNITS

Contractor shall provide clean, leak-proof and painted collection units, units shall be replaced if they are unsightly. Contractor shall leave delivery and pick-up site clean and free of spillage and debris. Contractor shall provide varying sizes and adequate sized collection units for customer's needs and locations. The contractor is required to provide metal collection units suitable for all types of metal. Collection units are to be provided on a loan basis at no cost or liability to the State. The contractor shall have available the following sized containers (approximate): 6, 20, 30 and 40 cubic yard, and bins. Solid waterproof lids shall be available on all containers sizes upon customer request.

The new awarded Contractor(s) (if different than the current Contractor(s) will be asked to deliver their collection unit(s) when the prior Contractors' collection units have been removed. For purposes of this bid, prior Contractors will be asked to pick-up their collection units within fifteen (15) days of notification of the award of this contract. Please reference Clause 1.6 "Pick-up Requirements" for acceptable time frames to deliver collection units to customers.

1.6 Delivery/Pickup requirements

- Delivery/Pickup times: Delivery/Pickup must be made during customers normal work hours, per customer security and access processes, or as otherwise mutually agreed in writing between the customer and contractor at the time of order placement. The customer may refuse shipment when delivered/pickup after normal working hours. Normal working hours will be 8:00 am to 5:00 pm Monday-Saturday unless otherwise specified by the customer and agreed upon by the contractor.
- Location and performance: All deliveries/pickup are to be made to the applicable delivery/pickup location as indicated in the order document. When applicable, the contractor must take all necessary actions to safeguard items during inclement weather. In no case may the contractor initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise will be borne solely by the contractor.
- See [Appendix B: Scope and Specifications Worksheet](#) for more details.

1.7 Service types & cancellation

- See [Appendix B: Scope, and Specifications Worksheet](#) for more details.

1.8 Special load request

- See [Appendix B: Scope and Specifications Worksheet](#) for more details.

1.9 Request for a collection unit and service requirements

•See Appendix B: Scope and Specifications Worksheet for more details.

1.10 Weight tickets accountability

•See Appendix B: Scope and Specifications Worksheet for more details.

1.11 Contractor qualifications

To be considered for award of this contract the following are minimum Contractor qualifications:

- 1) Ability to deliver and pick-up containers and bins for scrap metal collection. Collection for all locations within the region(s) bid.
- 2) Maintain sufficient number of metal collection units to meet service requests. Collection for all locations within the region(s) bid.
- 3) Have and provide adequate equipment to load recycled materials in hauling containers.
- 4) Provide adequate company business operations for the pick-up, disposal and sale of scrap metal.
- 5) Employ trained personnel having practical experience in assisting customers.
- 6) Be a licensed company engaged in the purchase, collection, and recycling of scrap metals.
- 7) Employ full-time sales and service representative(s) for customer coverage in service area.

Upon award of the Contract, the Contractor shall review the impact of the award and take necessary steps to ensure adequate coverage and contract compliance. Contractor shall designate the State as a Preferred Customer

1.12 Collection & sale

•See Appendix B: Scope and Specifications Worksheet for more details.

1.13 Payment of collected receipts

•See Appendix B: Scope and Specifications Worksheet for more details.

2 IFB OVERVIEW

2.1 Announcement and special information

The IFB, its appendices, attachments, amendments and any incorporated documents will comprise the entire IFB which will become the resulting contract between DES and the awarded contractor when it is countersigned by DES.

By responding to this IFB, a bidder acknowledges having read and understood the entire IFB and accepts all information contained within the IFB without modification.

NOTE: The Master Contract Terms and Conditions, which is an appendix to this IFB, contains general provisions and terms for solicitations issued by DES. Should a term within the Master Contract Terms and Conditions conflict with a term elsewhere in the IFB, and there is no reconciliation of the conflict before the bid-due date, the IFB will prevail.

2.2 Complaint, debrief and protest (general information)

NOTE: See also Appendix D, Complaint, Debrief and Protest Procedures, located in the Appendices section below.

Complaint: This solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five business days before the bid due date. The complaint period is an opportunity for the bidder to voice objections, raise concerns or suggest changes. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. DES will consider all complaints but is not required to adopt a complaint, in part or full. If bidder complaints result in changes to the IFB, written amendments will be issued and posted on WEBS.

Complaints must be sent to the Procurement Coordinator located on the face page of this document.

Debrief: Debrief meetings are an opportunity for the bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to lodge a protest. Following the evaluation of the bids, DES will issue an announcement of the Apparent Successful bidder (ASB). That announcement may be made by any means, but DES will likely use email to the bidder's email address provided in the bidder's bid. Bidders will have three business days to request a debrief meeting. Once a debrief meeting is requested, DES will offer the requesting bidder one meeting opportunity and notify the bidder of the debrief meeting place, date and time. Please note, because the debrief process must occur before making an award, DES will likely schedule the debrief meeting shortly following the announcement of the ASB and the bidder's request for a debrief meeting. DES will not allow the debrief process to delay the award or be used as a delaying tactic. Therefore, bidders should plan for contingencies and alternate representatives; bidders unwilling or unable to attend the debrief meeting will lose the opportunity to protest.

Protest: Bidders wishing to protest must do so in conformity with Appendix D, Complaint, Debrief and Protest Procedures.

2.3 Washington's Electronic Business Solution (WEBS)

Bidders are solely responsible for:

- Properly registering with Washington's Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>, and maintaining an accurate vendor profile in WEBS.
- Downloading the IFB packet consisting of the IFB, all appendices, and incorporated documents related to the IFB for which you are interested in bidding.
- Downloading all current and subsequent amendments to the IFB to ensure receipt of all IFB documents.

Notification of amendments to the IFB will only be provided to those vendors who have registered with WEBS and have downloaded the IFB from WEBS. Failure to do so may result in a bidder having incomplete, inaccurate, or otherwise inadequate information and bid.

2.4 Amendments

Prior to the bid due date and time, DES reserves the right to change portions of this IFB. Any change will be issued in writing by DES as an amendment and incorporated into the IFB. If there is any conflict between amendments, or between an amendment and the IFB, the document issued last in time will be controlling. Only bidders who have properly registered and downloaded the

original IFB directly via WEBS will receive notification of amendments and other correspondence pertinent to the procurement.

2.5 Bidder communication responsibilities

During the IFB process, all bidder communications about this IFB must be directed to the Procurement Coordinator. Unauthorized contact regarding this IFB with other state employees involved with the IFB may result in disqualification. All oral and written communications will be considered unofficial and non-binding on DES. Bidders should rely only on written amendments issued by the Procurement Coordinator.

Bidders are encouraged to make any inquiry as early in the process as possible to allow DES to consider and respond; however, no response is required from the Procurement Coordinator.

If a bidder does not notify DES of an issue, exception, addition, or omission, DES may consider the matter waived by the bidder for protest purposes.

If bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.

2.6 Bidder responsiveness

Bidders are to respond to each question/requirement contained in this IFB. Failure to comply with any applicable item may result in a bid being deemed non-responsive and disqualified.

DES reserves the right to determine the actual level of bidders' compliance with the requirements specified in this IFB and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the competitive IFB, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.

2.7 Pricing

Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB. Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

For award purposes, Bidder is required to base the contract commitment on the American Metal Market price in effect the first day of the month of the Bid Opening Date. Contract pricing is based upon the current American Metal Market index. For all metal types the successful contractors shall use the American Metal Market price in effect on the day of the pick-up.

The American Metal Market index is the base, and the lowest amount the Bidder can pay customers. If a local buyer pays higher, the Bidder pays the customers at the higher rate.

Bidder is to the best of their ability work to maximize the recycling value of the materials picked up by sorting loads to maximize the recycled value of the materials picked up.

For **ferrous metals**, Bidder to use American Metal Market Seattle/Portland (long ton, 2240 lbs.).
For **non-ferrous metals**, Bidder to use American Metal Market Midwest (Copper), and American Metal Market (Aluminum) (cents/pounds).

For **Copper**, Bidder to use American Metal Market Midwest: "Scrap, Copper, No. 2 – Brass ingot makers, Midwest".

For **Aluminum**, Bidder to use American Metal Market: "Scrap, Aluminum, Old sheet and Cast".
Pricing will be in cents/pounds.

For mixed and unsorted scrap **Iron and Steel**, Bidder to use American Metal Market Seattle Consumer Buying Prices: "No. 2, bundles". Pricing will be in long ton (2240 lbs.).

The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation. **The State makes no volume commitment in this solicitation.**

NOTE: Pricing provided on the Price Worksheet is to be rounded to the nearest whole cent. For evaluation purposes only, any pricing submitted in portions of whole cents will be rounded into whole cents utilizing the MS Excel "round" function as shown in the extended price calculation.

Bidders must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the products/services, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees and surcharge fees associated with the use of credit cards.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at DES's sole discretion, additional charges may be allowed during the contract term.

2.8 Management fee

This master contract will be subject to a management fee, paid by the contractor to DES. The management fee will be 0.74 percent of the contract amount rebatted back to the agencies rebates. The rebate price is defined as total invoice amount refunded. No taxes will be assessed against the management fee.

Example: Total rebate x .0074 = management fee.

2.9 Contract sales report

The management fee will be based on total contract rebates, which must be reported quarterly by the contractor in the [Contract Sales Reporting System](#). DES will provide a login password and a required vendor number.

Reports must be submitted electronically within 30 days after the end of the calendar quarter, i.e., no later than April 30, July 31, October 31 and January 31.

A further description of the sales reporting requirement and the management fee based upon it can be found in sections 3.8 and 3.9 of Appendix A, [Master Contract Terms and Conditions](#).

2.10 Non-endorsement and publicity

In selecting a bidder to supply goods/purchased services specified herein to contract purchasers, neither DES nor the purchasers are endorsing the bidder's goods/services, nor suggesting they are the best or only solution to their needs.

2.11 No costs or charges

Costs or charges incurred before a contract is fully executed will be the sole responsibility of the bidder.

2.12 Economic and environmental goals

In support of the state's economic and environmental goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this IFB:

- Support for a diverse supplier pool, including small, veteran-owned, minority-owned and women-owned business enterprises. DES has established for this IFB voluntary numerical goals of:
 - 3 percent women-owned businesses (WBE);
 - 3 percent minority-owned businesses (MBE);
 - 3 percent small businesses (SB);
 - 3 percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified. Also see Appendix E [Procurement Reform Small Business Fact Sheet](#).

- Use of environmentally preferable goods and services to include post-consumer waste and recycled content.

3 PREPARATION OF BIDS

3.1 Pre-bid meeting

MCC will host a pre-bid meeting to address IFB requirements at the time and location indicated on the cover page. While attendance is not mandatory, bidders are encouraged to attend and participate. The purpose of the pre-bid meeting is to clarify the IFB as needed and raise any issues or concerns, especially those of the vendor community. If interpretations, specifications, or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an amendment to WEBS.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting the Procurement Coordinator identified on the cover page.

3.2 Bid submittals checklist

The following checklist identifies the hard-copy submittals which will comprise a bid. Any bid received without a hard copy item identified in this checklist and designated as **REQUIRED** will be rejected as being non-responsive. Please identify each page of the submittals and any supplemental materials with your company name or other identifiable company mark.

- ☐ **Signature (REQUIRED):** Complete as instructed and return a signed original of the [Bidder's Authorized Offer](#).
- ☐ **Price Worksheet (REQUIRED):** Complete as instructed and return a copy of the [Price Worksheet Appendix](#). Failure to complete this submittal as instructed may result in a bid being rejected for lack of responsiveness.
- ☐ **Bidder Profile (REQUIRED):** Complete as instructed and return a copy of the [Bidder Profile Appendix](#).

- ☐ **IFB amendments (AS INSTRUCTED):** If instructed to do so in any amendment to this IFB, sign and return a copy. Failure to sign and return any required amendments to this IFB, may result in a bid being rejected for lack of responsiveness. When in doubt, sign and return a copy of all IFB amendments.

3.3 Electronic copies

Please include electronic copies of all hard copy submittals on CD or USB flash drive. DES prefers the same file format(s) as the format(s) used to create the submittals (i.e. MS Word, Excel) unless written information is included as a part of the submittal, such as a signature. For submittals with written information or copies of other documents such as licenses, please submit as a .pdf. Should a hard copy and an electronic copy conflict, the hard copy will prevail.

3.4 Confidentiality, proprietary material and trade secrets

All documents submitted by bidders to DES as part of this procurement will become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

Confidential documents: DES strongly discourages submittal of confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

Public records requests: If a public records request seeks to view or obtain a copy of your RFB submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES will not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or publicrecords@des.wa.gov.

3.5 Due date and time

Bid packages must be received on or before the due date and time at the location specified on the cover page. Time of receipt will be determined by the official time stamp located at DES.

If a bid is late or received at a location other than that specified it will be rejected. In the event the official time clock is unavailable, the Bid Clerk will establish the official time and take reasonable steps to ensure the integrity of the bid receipt is preserved.

3.6 PREPARATION OF RESPONSE

SUBMISSION OF Response:

Original, signed (in blue ink), Response must be received at the specified location on or before the specified date and time.

A. FORMAT:

BIDDER IS REQUIRED TO SUBMIT RESPONSE IN HARD COPY.

Hard copy Responses must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder.

All submitted documents must be labeled/have a cover sheet to identify which bid submittal(s) it satisfies. Unsigned Responses will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Response, such as a signed cover letter.

Incomplete or illegible Responses may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, Bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting Responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

IDENTIFICATION:

Responses are to be clearly identified on the outside of the package with the following information to the Purchasing Activity at the address below:

Clearly mark on response "THIS IS A BID" with solicitation number, title, and bid due date. Also include standard mailing information below:

ACME Products
1234 Main Street
Anywhere, WA 98501

THIS IS A BID
01234, Widgets
Due: 06-15-2015
By 2:00 PM PST



Department of Enterprise Services
Master Contracts & Consulting
Attn: Bid Clerk
1500 Jefferson St. SE
Olympia, Washington 98501

B. DELIVERY:

To facilitate proper delivery and processing, Responses must be delivered in envelopes, boxes or other method of containment. Common carriers such as Fed Ex and UPS regularly subcontract delivery to other vendors. Please ensure plenty of time for delivery delays due to carrier actions. Time of receipt will be determined by the official time stamp located at DES. If a Response is late or received at a location other than that specified it shall be subject to rejection for non-responsiveness. In the event the official time clock is unavailable, DES may establish the official time and take reasonable steps to ensure the integrity of the Response receipt is preserved.

3.7 Bid opening

After the bid due date and time, the Bid Clerk will open and process sealed bids protecting the confidentiality of the contents. The names of the bidders will be recorded and made available upon request. Bid contents will not be available for public view until after the announcement of Apparent Successful Bidder(s). (RCW 39.26.030).

4 EVALUATION AND AWARD

4.1 General provisions

- Bidder responsiveness, responsibility and price factors will be evaluated based on the evaluation process described in this section.
- Contract award will be based on the evaluation and award criteria established herein and will be subject to consideration of all factors identified in RCW 39.26 and other criteria identified in the IFB.
- Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for rejection.
- After bids have been submitted, DES may require individual bidders to appear at a time and place determined by DES to discuss contract requirements. Any such meeting should not be construed as negotiations or an indication of DES's intention to award.
- DES reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel an IFB and re-solicit bids; (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved for the purchaser.
- Preferences and penalties: Preferences and penalties that are required by law, rule, or IFB will be applied to bid pricing. Some preferences and penalties may be added by contract language and could be applied to bid pricing. A preference reduces the bidder's stated price by the amount of the preference and is an advantage to the bidder. A penalty increases the bidder's stated price by the amount of the penalty and is a disadvantage to the bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.
- References: DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible. DES reserves the right to waive the reference check.

4.2 Determination of responsiveness

Bids will be reviewed initially on a pass/fail basis to determine compliance with administrative requirements as specified herein.

DES reserves the right to determine at its sole discretion whether a bidder's response to a minimum IFB requirement is sufficient to pass. However, if all bidders fail to meet any single IFB requirement, DES may reject all bids and cancel the IFB or waive the requirement from the IFB's criteria for responsiveness.

Responsive bids will be further evaluated based on the requirements in this IFB.

4.3 Determination of responsibility

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests might result in a bid being rejected as non-responsive.

4.4 Price evaluation

Evaluated price from responsive bids is calculated as shown on the price sheet embedded in the attached Appendix F: Price Worksheet.

Evaluated prices from responsive Bids will be calculated as follows:

1. Bid Reimbursement Percentage by Service Area will be based on the best percentage returned back to the customer. Fill out the areas that you are bidding on if you are bidding on all service areas, all the cells need to be filled out.
2. Evaluation Price Worksheet will be used to evaluate the percentage and total price per Scrape Metal categories. Use the percentage that you inputted in the Bid Reimbursement Percentage by Service Area spreadsheet. The best price under the evaluation total will be used to determine the best return for the customer.
3. Minimum poundage for special pick-up requests will be used to determine the lowest amount of weight the bidder will pick-up for Single Use Service, Temporary Placement for Construction Projects and Will Call Service Requests. Bidders are required to provide information, even though their percentages are equal to or the same as the percentages submitted for the Bid reimbursement section. The best price under the evaluation total will be used to determine the best return for the customer.
4. Evaluation under Load Minimum Worksheet will be used when there is a short load pick-up request. Contractors may adjust the contract service area reimbursement percentages when there is a difference between the minimum poundage and the actual weight of the pick-up load. The bidder will fill in the Evaluation under Load Minimum Worksheet. The best price under the evaluation total will be used to determine the best return for the customer.
5. Drop-off Service worksheet will provide additional points to the reimbursement percentage for the materials delivered. The highest additional points will be used to assess the outcome of the successful bidder for the solicitation.
6. Freight Allowance for service requests is where the freight cost of providing the service exceeds the Contractor's proceeds from the weight picked up, the Contractor can apply a

Freight Allowance charge to the load proceeds. This will not affect the outcome of this solicitation and it will be used by the customers of the contract for pricing only.

Price sheet: Bidders must record their bid pricing in the appropriate cells on the price sheet. Bidders must submit pricing for all line items and service factors; failure to do so may result in disqualification from award.

4.5 Selection of Apparent Successful Bidder

The responsive and responsible bidder(s) that meet(s) all of the IFB requirements, has the lowest overhead and highest evaluation total as calculated in Appendix F: Price Worksheet, will be the Apparent Successful Bidder(s).

DES reserves the right to request additional information or perform tests and measurements as part of the evaluation process before award. Failure to provide requested information within 10 days may result in disqualification.

Before award, DES may negotiate with an Apparent Successful Bidder to determine if a bid can be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an award to your firm. It merely suggests that at this moment in time, DES believes your bid to be responsive. This designation allows DES to perform a responsibility analysis and ask for additional documentation. DES may also re-examine the bid to determine whether the bid is truly as responsive as initially believed. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

4.6 Announcement of Apparent Successful Bidder

Following the announcement of the Apparent Successful Bidder, bidders may request a debrief conference. See also Section 2.2 – Complaints, Debriefs and Protests (General Information) and Appendix D – Complaint, Debrief and Protest Procedures. Failure to follow instructions could result in your claim being denied.

4.7 Award

An award, in part or full, is made and a contract formed by signature of DES and awarded bidder on the Authorized Offer and Contract Signature page. In some circumstances, DES may include an award letter which further defines the award and is included by reference to accompany the signature page.

DES reserves the right to award on an all-or-nothing consolidated basis.

Following the award, all bidders will receive a Notice of Award, through a WEBS notification or a written notification.

4.8 Bid information availability after award

After the contract has been awarded, bidders may see results of the IFB evaluation and award by accessing www.des.wa.gov or contacting the procurement coordinator. Bidders may also schedule an appointment to review the bidding process.

5 CONTRACT INFORMATION

5.1 Incorporated documents and order of precedence

A bid submitted to this IFB is an offer to contract with DES.

A bid becomes a contract only when awarded and accepted by signature of DES and bidder on the Authorized Offer and Contract Signature page. The documents listed below are, by this reference, incorporated into a contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, are a part of the contract.

- a. The IFB
- b. The awarded vendor's bid
- c. All appendices
- d. IFB amendments (if any)
- e. Award letter (if any)

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations
- b. Mutually agreed written amendments to the resulting contract
- c. The contract, including all documents incorporated in the subsection immediately above.

Conflict: To the extent possible, the terms of the contract must be read consistently.

Conformity: If any provision of the contract violates any federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

5.2 Parties

This contract is entered into by and between the state of Washington, acting by and through DES, and the awarded contractor with the parties more fully described on the Authorized Offer and Contract Signature page.

5.3 Authority to bind

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

5.4 Counterparts

This contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this contract signed by each party, for all purposes.

5.5 Changes

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting services by mutual agreement between DES and the contractor. Alterations to any of the terms, conditions or requirements of this contract will only be effective upon written issuance of a mutually-agreed contract amendment by DES. Changes to point-of-contact information may be updated without the issuance of a mutually accepted contract amendment.

5.6 PRICE ADJUSTMENTS

Contractors shall not make extensions contingent on price adjustments.

Documentation must be based on published indices (such as the American Metal Market) and/or the result of increases or decreases at the metal buyer's level, incurred after contract commencement date.

The grant of any price adjustment will be at the sole discretion of the Department of Enterprise (DES) and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. Contractor shall provide documentation supporting original profit margin at commencement of Contract.

The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the DES, and such price adjustment shall be set forth in a written amendment to the contract.








Price adjustments granted by the DES shall remain unchanged for the rest of the Contract term, unless negotiated differently during the amendment phase.

5.7 Miscellaneous expenses

Expenses related to day-to-day contract performance (including but not limited to travel, lodging, meals, and incidentals) will not be reimbursed to the contractor. However, DES recognizes that there may be occasions when the purchaser requires the bidder to travel. In such cases the purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement will be at rates not to exceed the guidelines for state employees published by the Washington State Office of Financial Management set forth in the Washington State Administrative & Accounting Manual, and not to exceed expenses actually incurred.

6 APPENDICES

Reminder: By responding to this IFB, a bidder acknowledges reading, understanding, and accepting all information contained within the entire IFB without modification.

Appendix A: Master Contract Terms and Conditions	 Master Contract Terms and Conditions
Appendix B: Scope, and Specifications.....	 Scope - Specs - Pricing for Customer I
Appendix C: Bidder Profile	 Bidder Profile.doc
Appendix D: Complaint, Debrief and Protest procedures.....	 Complaint, Debrief & Protest Procedures.d
Appendix E: Procurement Reform Small Business Fact Sheet.....	 Procurement Reform Small Business Fact S
Appendix F: Price Worksheet	 Pricing Structure.docx
Appendix G: Potential Purchases.....	 POTENTIAL PURCHASERS.docx

7 CERTIFICATIONS AND ASSURANCES

We make the following Certifications and Assurances as a required element of submitting this bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting contract.

1. We have read, understand, and agree to abide by all information contained in the IFB, all appendices, and incorporated documents.
2. The prices in this bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a bid.
3. The attached bid is a firm offer for a period of 90 days following the bid due date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of a protest, our bid will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this bid. All bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the bid. Submittal of the attached bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any contract awarded as a result of this bid will incorporate all IFB requirements. Submittal of a bid and execution of this Certifications and Assurances document certify our willingness to comply with the contract terms and conditions appearing in the IFB, all appendices, and incorporated documents if selected as a contractor. It is further understood that our standard contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all appendices, and incorporated documents of this IFB.
7. By submitting this bid, bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. We are not submitting any exceptions.

8 BIDDER'S AUTHORIZED OFFER and CONTRACT SIGNATURE PAGE

In submitting this bid, the authorized signatory below acknowledges having read and understood the entire IFB and amendments incorporated prior to the bid due date, and agrees to comply with its terms and conditions, as written, including the Certifications and Assurances. The authorized signatory also agrees to fulfill the offer (for categories/regions/portions) made in this bid and any subsequently awarded contract.

In witness whereof, the parties hereto, having read this contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This contract is effective as of Month --, 2015, or date of last signature, whichever is later.

APPROVED (MCC)	APPROVED (BIDDER)
Department of Enterprise Services Master Contracts and Consulting 1500 Jefferson Building 1500 Jefferson Street SE Olympia, WA 98501	Metals Express, Inc. 1374 Thornton Ave. SW Pacific, WA 98047
Washington State Department of Enterprise Services	Bidder's Company Name & Address Metals Express, Inc. 1374 Thornton Ave. SW Pacific, WA 98047
Signature _____ Date _____ John Allen, Procurement Coordinator	Signature _____ Date _____ <i>Don Kuzmer Pres</i> 4-7-2015
Typed or Printed Name, Title John Allen, Procurement Coordinator	Typed or Printed Name, Title Don Kuzmer, President/Owner
Manager Signature (if applicable) _____ Date _____ Cheral Jones, State Procurement Manager	
Manager's Typed or Printed Name, Title Cheral Jones, State Procurement Manager	
Contact Information Contact: John Allen Title: Procurement Coordinator Phone: (360) 407-8406 Fax: 360-586-2426 Email: John.allen@des.wa.gov	Contact Information Contact: <u>Don Kuzmer</u> Title: <u>President/Owner</u> Phone: <u>425-271-5414</u> Fax: <u>253-841-9685</u> Email: <u>metalsexpress@aol.com</u>

APPENDIX F PRICE WORKSHEET

Price sheets include: Service Areas, Bid Reimbursement Percentage for Service Area, Minimum Poundage for Special Pick-up Requests, Drop-Off Service and Freight Allowance.
Contract price is based on the current American Metal Market index price in effect on the day of pick-up. The American Metal Market index is the base, and the lowest amount the Contractor can pay customers. If a local buyer pays higher, the Bidder can pay customers at the higher rate.

For **ferrous metals**, Bidder to use American Metal Market Seattle/Portland (long ton, 2240 lbs.). For **non-ferrous metals**, Bidder to use American Metal Market **Midwest** (cents/pounds).

For **Copper**, Bidder to use American Metal Market Midwest: "Scrap, Copper, No. 2 – Brass ingot makers, Midwest".

For **Aluminum**, Bidder to use American Metal Market **Midwest**: "Scrap, Aluminum, Old sheet and Cast – **Secondary Smelters**". Pricing will be in cents/pounds.

For **Iron and Steel**, Bidder to use American Metal Market Seattle/**Portland** Consumer Buying Prices: "No. 2, bundles". Pricing will be in long ton (2240 lbs.).

Bidder shall provide verification of American Metal Market prices on request.

Information on American Metal Market publication may be obtained by calling (412) 281-4405, or visiting <http://www.amm.com/>.

Service Areas in Washington					
Region 1 Northwest	Region 2 Olympic	Region 3 Southwest	Region 4 North Central	Region 5 South Central	Region 6 Eastern
King	Clallam	Clark	Chelan	Asotin	Adams
Pierce	Grays Harbor	Cowlitz	Douglas	Benton	Ferry
Skagit	Jefferson	Skamania	Grant	Columbia	Lincoln
Snohomish	Kitsap	Wahkiakum	Kittitas	Franklin	Pend Oreille
Whatcom	Lewis		Okanogan	Garfield	Spokane
	Mason			Klickitat	Stevens
	Pacific			Walla Walla	Whitman
	Thurston			Yakima	

Reimbursement Percentage to Customer by Service Area Based on American Metal Market

Steps for Bidding a Service Area(s):

- a) Bidder to indicate which Service Area(s) they will service by bidding a Reimbursement Percentage to the Customer for that Area.
 - i. For example: Bidder sells scrap metal for \$100, Bidder's Reimbursement Percentage is 60%; Bidder pays the customer \$60 and keeps \$40.
- b) Bidder to price for all metal types identified below.

Service Areas:		Bid Reimbursement Percentage by Service Area				
		Ferrous	Clean Aluminum	Insulated Aluminum (Aluminum Core Steel Reinforced (ACSR))	Clean Copper	Insulated Copper
Current AMM Price for Metal Type:		\$ 105	\$.46	\$.46	\$ 2.13	\$ 2.13
1	Northwest	71 %	114 %	78 %	100 %	70 %
2	Olympic	66 %	114 %	78 %	100 %	65 %
3	Southwest	58 %	114 %	78 %	91 %	72 %
4	North Central	%	%	%	%	%
5	South Central	47 %	111 %	78 %	100 %	65 %
6	Eastern	%	%	%	%	%

Evaluation Price Worksheet

Scrap Metal	Average % of Recycled Materials	Poundage (based on 1000 lbs of recycled materials picked up)	Bidder's Reimbursement Percentage	Evaluation Price
Ferrous	90 %	900 lbs	71 %	\$ 29.82
Clean Aluminum	2.5 %	25 lbs	114 %	\$ 13.00
Insulated Aluminum (ACSR)	2.5 %	25 lbs	78 %	\$ 9.00
Clean Copper	2.5 %	25 lbs	100 %	\$ 53.25
Insulated Copper	2.5 %	25 lbs	70 %	\$ 37.25
Totals	100 %	1000 lbs	Evaluation Total	\$ 142.32

Minimum Poundage for Special Pick-up Requests

Bidder to identify the minimum poundage below for Single Use Service, Temporary Placement for Construction Projects, and Will Call Service Requests. At their discretion, the Bidder may lower the minimum depending on the metal types and pick-up location.

Scrap Metal Type:	Provide collection unit on request for <u>Single Use Service</u> in any location in bid Service Area.	Provide collection unit on request for <u>Temporary Placement for Construction Projects</u> in any location in bid Service Area.	Pick-up material on request for <u>Will Call Service</u> in any location in bid Service Area.
	Minimum pick-up weight:	Minimum pick-up weight:	Minimum pick-up weight:
Ferrous	0 lbs	0 lbs	0 lbs
Clean Aluminum	0 lbs	0 lbs	0 lbs
Insulated Aluminum (ACSR)	0 lbs	0 lbs	0 lbs
Clean Copper	0 lbs	0 lbs	0 lbs
Insulated Copper	0 lbs	0 lbs	0 lbs

Under Load Minimum

This provision applies to Special Pick-up Requests such as the Single Use Service, Will Call Service Requests, and Temporary Placement for Construction Projects.

Contractor is expected to review with customer the estimated pick-up load weight before arranging service to minimize short loads. A short load is when the load picked up is below the established contract minimum poundage for the particular metal type. In the cases of a short load, the Contractor may adjust the contract Reimbursement Percentage by the percentage difference between the minimum poundage and the actual weight of the load.

The formula for a short load is to take the actual poundage collected and divide it by the minimum poundage required; this equals the percentage difference. Then take the percentage difference and multiply the contract Reimbursement Percentage for the metal type. The result is the revised Reimbursement Percentage for this short load.

UNDER LOAD MINIMUM FORMULA EXAMPLE:

There is a minimum load requirement of **5000 lbs**, but your actual load is **4000 lbs**. The Reimbursement Percentage for this load's metal type is **50%**.

Calculate the revised Reimbursement Percentage for this short load:

- 1) Divide the actual load by the minimum load to get the percentage difference between the actual load and the minimum load:
 $4000 / 5000 = .80$ (80% of minimum load)
- 2) Take the percentage of minimum load and multiply it by the Reimbursement Percentage to get the revised Reimbursement Percentage:
 $.80 \times .50$ (or 50%) = **.40 (or 40%; which is the revised Reimbursement Percentage)**
- 3) Take the actual load and multiply it by the revised Reimbursement Percentage to get the amount to customer:
 $4000 \text{ lbs (actual load)} \times .40 \text{ (revised Reimbursement Percentage)} = \text{amount to customer}$

Evaluation Under Load Minimum Worksheet

Scrap Metal	Minimum Load	Actual Poundage	Bidder's Reimbursement Percentage	Amount to Customer
Ferrous			\emptyset %	\$ \emptyset
Clean Aluminum			\emptyset %	\$ \emptyset
Insulated Aluminum (ACSR)			\emptyset %	\$ \emptyset
Clean Copper			\emptyset %	\$ \emptyset
Insulated Copper			\emptyset %	\$ \emptyset
Totals			Evaluation Total	\$ \emptyset

Drop-Off Service

Contractor shall accommodate customers delivering recycled materials to Contractor's yard. In consideration for the customer delivering the materials to the Contractor's yard, the Contractor will pay additional percentage point(s) to the Reimbursement Percentage for the particular the materials delivered. (Example: If the Bidder's Reimbursement Percentage was 50 percent, and the Bidder adds 5 points for customer delivery, the result would be 55 percent to the customer for the materials delivered.)

Bidder to indicate the number of points for Scrap Material delivered to the Contractor's Yard.

Scrap Metal Type	Additional Percentage Points for Customer Delivering the Scrap Materials to Contractor's Yard
Ferrous	0 # Points
Clean Aluminum	0 # Points
Insulated Aluminum (ACSR)	0 # Points
Clean Copper	0 # Points
Insulated Copper	0 # Points

Bidder to indicate the locations of the Contractor Yard(s): (if more space is needed, attach list)

Business Name:	Contact:	Address:	Phone:
Metals Express Inc	Don Kuzmer	1374 Thornton Ave SW Pacific WA 98049	425-271-5414

Freight Allowance

For service requests where the freight cost of providing the service exceeds the Contractor's proceeds from the weight picked up, then Contractor may apply a Freight Allowance charge to the load proceeds.

The Freight Allowance charge shall not exceed the customer's proceeds unless the customer has agreed to it in writing before the pick-up, and the charge shall be minimal in amount. Contractor shall not refuse service if customer does not agree to a minimal Freight Allowance charge that exceeds the customer's proceeds. Contractor shall work to combine multiple pick-ups to minimize the Freight Allowance charges when possible.

Freight Allowance will be charged per weight of product picked up and transported. Charge will be determined on weight/mileage rates for one way travel regardless of mileage. Contractor shall communicate to the customer when this charge applies, the amount, and receive customer pre-approval before proceeding with service request. Charges shall be at the Contractor's scheduled rates bid. Freight Allowance charge provision shall not apply in Service Area one (Northwest).

Bidder may bid a Freight Allowance charge for the region they are bidding. Freight Allowance pricing shall remain firm and fixed for the term of the contract, and no fuel surcharges shall be allowed.

Region:	(Identify the Region)			
Miles From / To:	Weight in Pounds			
	100 to 500	501 to 5000	5001 to 10,000	10,001 to 15,000
35 to 75	0	0	0	0
76 to 116	0	0	0	0
117 to 167	0	0	0	0
131 to 208	0	0	0	0
209 to 249	0	0	0	0
250 to 290	0	0	0	0
291 to 400	0	0	0	0
Additional 50 miles	0	0	0	0

Bidder Profile

Invitation for Bid 00515 – Commodity or Service

COMPANY INFORMATION (for contract administration purposes)

Company name and address: <u>Metals Express, Inc.</u> <u>1374 Thornton Ave. SW</u> <u>Pacific, WA 98047</u>	Authorized representative: <u>Don Kuzmer</u>
	Phone/Cell: <u>425-271-5414</u>
	Email: <u>metalsexpress@aol.com</u>
Ordering contact/Address: <u>Name/Email: Donna</u> <u>metalsexpress@aol.com</u> <u>Address: 1374 Thornton Ave SW</u> <u>Phone: 425-271-5414</u>	Sales reporting contact information: <u>Name/Email: Donna metalsexpress@aol.com</u> <u>Phone: 425-271-5414</u>
Management fee contact: <u>Name/Email: Donna</u> <u>metalsexpress@aol.com</u> <u>Phone: 425-271-5414</u>	Address to send management fee invoices: <u>Company name: Metals Express, Inc.</u> <u>Attn: Donna</u> <u>Address: 1374 Thornton Ave SW</u> <u>City/State/Zip: Pacific, WA 98047</u>
Federal Tax ID number.....	91-1112937
Wash. Dept. of Revenue Registration No.	600371977

REFERENCES

Provide a minimum of three commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the IFB.

1. Customer: Contact: Phone: Email:	<u>DES</u> <u>Lori Manier</u> <u>360-407-1917</u> <u>Lori.manier@des.wa.gov</u>
2. Customer: Contact: Phone: Email:	<u>King County Metro</u> <u>Talon Swanson</u> <u>206-684-2261</u> <u>Talon.swanson@kingcounty.gov</u>
3. Customer: Contact: Phone: Email:	<u>King County Fleet</u> <u>Yuki Kanda-Chin</u> <u>206-477-3890</u> <u>Yuki.kanda-chin@kingcounty.gov</u>

SUBCONTRACTORS

If applicable, on a separate sheet, identify any subcontractors who will perform services in fulfillment of contract requirements; the nature of services to be performed and include federal tax identification (TIN) number for each subcontractor. If a subcontractor is a minority or women owned business please include their OMWBE Certification Number (if certified). If necessary, attach additional sheets (please stamp or mark each page with a company name, mark, or initial). Do not include any Social Security Numbers.

The contractor, by including subcontractor(s) as part of your signed bid is your agreement to take complete responsibility, contract obligations, and liability for all actions of such subcontractors. All subcontractors are subject to DES approval. DES reserves the right to approve or disapprove any subcontractor.

SALES/CUSTOMER SERVICE

On a separate sheet, identify sales/customer service contacts and will call locations for the entire state.

Purchasing Cards Accepted (note: any purchasing card fees must be rolled into the unit price of the bid):

☐ Visa ☐ Master Card ☐ American Express ☐ Discover ☐ Other: _____

MINORITY/WOMEN OWNED BUSINESS STATUS

Is your firm a Minority/Women Owned Business? Yes ☐ No ☒

MWBE certification #

STATE OF OREGON:

If required, indicate percent increase to bid pricing for delivery to State of Oregon DASCPP/ORCPP Members: _____%

Page 1 of 2

Page 2 of 2

Solicitation Amendment

IFB 00515 – Scrap Metal Collection & Recycling

Amendment number: 1
Date issued: 3/23/2015

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. Under Section 2.7 Pricing and Appendix F price worksheet ferrous metals: Change American Metal Market Seattle/Portland to American Metal Market San Francisco
2. Under Section 2.7 Pricing and Appendix F price worksheet non-ferrous metals: Change from American Metal Market Midwest to American Metal Market San Francisco.
3. Under Section 2.7 Pricing and Appendix F price worksheet Copper: Change American Metal Market Midwest: "Scrap, Copper, No. 2 – Brass ingot makers, Midwest" to American Metal Market San Francisco: "Scrap, Copper, No. 2 – Brass ingot makers, San Francisco".
4. Under Section 2.7 Pricing mixed and unsorted scrap Iron and Steel: Change American Metal Market Seattle to American Metal Market San Francisco.
5. Under Appendix B Scope and Specification HAZARDOUS MATERIALS: Change Mark Gaffney at (360) 902-7424 with the Department of General Administration, Office of State Procurement to John Allen at (360)407-8406 with the Dept. of Enterprise.
6. 3.4 IFB amendment: Change (AS INSTRUCTED) to (REQUIRED)
7. Under Appendix B Scope and Specification "Pricing": Change to

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements.

For award purposes, Bidder is required to price the Contract commitment based on American Metal Market (AMM) price (long ton, 2240 lbs.) in effect the first day of month of the Bid Opening Date; San Francisco for ferrous metal and San Francisco for non-ferrous metals (cents/pounds: Copper – #2 Heavy Copper & Wire; Aluminum – Old Aluminum Sheet & Cast). For mixed and unsorted Scrap Iron and Steel, the applicable product price index for scrap metals shall be American Metal Market Seattle Consumer Buying Prices, "No. 2, heavy melt, low side price". Contractor is to the best of their ability work to maximize the recycling value of the materials picked up by sorting loads to maximize the recycled value of the materials picked up. Contract pricing is based upon the current American Metal Market index. For all metal types the Contractor shall use the American Metal Market price in effect on the day of the pick-up. For ferrous metals, the applicable product index shall be: mixed and unsorted Scrap Iron and Steel, American Metal Market San Francisco Consumer Buying Prices, "No. 2, heavy melt, low side price". For nonferrous metal: aluminum, copper and other metals the applicable product price index shall be American Metal Market, San Francisco Consumer Buying Price Index.

7. Under Appendix F Price Worksheet includes: Add Contractor will include .74% DES Surcharge to Percentages used on the worksheet.

8. Under Appendix F Price Worksheet Aluminum: Change American Metal Market Midwest to American Metal Market San Francisco.

9. Under Appendix F Price Worksheet Iron and Steel: Change American Metal Market Seattle/Portland to American Metal Market San Francisco.

10. 2014 Reported Sales



2014 Sales.pdf

11 Q&A



Q and A scrap
metal.docx

Note to bidder: This amendment must be included in its entirety in a bid packet. All other terms and conditions apply.

Authorizing Signatures

For Contractor:

Contact name, Contractor name

Phone

Address

City, state, zip

email.address@company.com

Signature

Don Kuzmer

Date 4-7-2015

For State of Washington:

John Allen, DES Master Contracts and Consulting

(360) 407-8406

PO Box 41411

Olympia WA 98504-1411

John.allen@des.wa.gov

Signature John W Allen III

Date 3/23/2015

Solicitation Amendment

IFB 00515 – Scrap Metal Collection & Recycling

Amendment number: 2
Date issued: 3/26/2015

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. Under Section 2.7 Pricing and Appendix F price worksheet ferrous metals: Use American Metal Market San Francisco "Export Yard Buying Prices No. 2 Bundles" for pricing.
2. Under Section 2.7 Pricing and Appendix F price worksheet Copper: Use American Metal Market San Francisco: "Scrap, Copper, No. 2 Heavy Copper and Wire" high price index.
3. Under Section 2.7 Pricing mixed and unsorted scrap Iron and Steel: Use American Metal Market San Francisco ""Export Yard Buying Prices No. 2 Bundles" for pricing.
4. Under Appendix B Scope and Specification "Pricing": Change to

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements.

For award purposes, Bidder is required to price the Contract commitment based on American Metal Market (AMM) price (long ton, 2240 lbs.) in effect the first day of month of the Bid Opening Date; San Francisco for ferrous metal and San Francisco for non-ferrous metals (cents/pounds: Copper – #2 Heavy Copper & Wire; Aluminum – Old Aluminum Sheet & Cast High price index). For mixed and unsorted Scrap Iron and Steel, the applicable product price index for scrap metals shall be American Metal Market "Export Yard Buying Prices" San Francisco No. 2 Bundles. Contractor is to the best of their ability work to maximize the recycling value of the materials picked up by sorting loads to maximize the recycled value of the materials picked up. Contract pricing is based upon the current American Metal Market index. For all metal types the Contractor shall use the American Metal Market price in effect on the day of the pick-up. For ferrous metals, the applicable product index shall be: mixed and unsorted Scrap Iron and Steel, American Metal Market San Francisco "Export Yard Buying Prices" San Francisco No. 2 Bundles, For nonferrous metal: aluminum, cooper and other metals the applicable product price index shall be American Metal Market, San Francisco high price Index.

5. Under Appendix F Price Worksheet Aluminum: Use American Metal Market San Francisco "Old aluminum, sheet and cast" high price index.
6. Under Appendix F Price Worksheet Iron and Steel: Use San Francisco "Export Yard Buying Prices" No. 2 Bundles" for pricing.

Note to bidder: This amendment must be included in its entirety in a bid packet. All other terms and conditions apply.

Authorizing Signatures

For Contractor:

Contact name, Contractor name

Phone

Address

City, state, zip

email.address@company.com

Signature

Don Kuzner

Date

4-7-2015

For State of Washington:

John Allen, DES Master Contracts and Consulting

(360) 407-8406

PO Box 41411

Olympia WA 98504-1411

John.allen@des.wa.gov

Signature

John W Allen III

Date

3/26/2015

STATE OF WASHINGTON Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT ASSIGNMENT	
	Contract No.:	00515
ASSIGNOR Metals Express, Inc 1374 Thornton Ave. SW Pacific, WA 98047	Effective Date:	10/11/2021
ASSIGNEE Binford Metals, LLC 26133 78th Ave South Kent, WA 98032		

ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT
FOR
CONTRACT NO. 00515
SCRAP METAL COLLECTION & RECYCLING

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 00515 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), Metals Express, Inc, ("Assignor"), and Binford Metals ("Assignee") and is dated and effective as of 10/11/2021 ("Effective Date").

RECITALS

- A. State and Assignor entered into that certain Contract No. 00515 dated effective as of 6/1/2018 which is attached hereto as Exhibit A ("Contract");
- B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- D. State desires to consent to such assignment, acceptance, and assumption.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. **ASSIGNMENT OF CONTRACT.** As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.

2. **ASSUMPTION OF CONTRACT.** As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. **CONSENT TO ASSIGNMENT & ASSUMPTION.** State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. **INSURANCE.** The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. **NOTICES.** Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:

Attn: Kimberly Iverson
Binford Metals, LLC
26133 78th Ave South
Kent, WA 98032

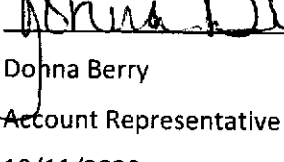
Email: kimberly@binfordmetals.ccom
6. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
9. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
10. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to

have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

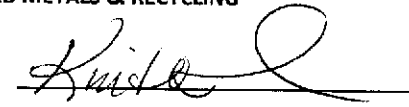
11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ASSIGNOR
METALS EXPRESS INC

By: 
Name: Donna Berry
Title: Account Representative
Date: 10/11/2020

ASSIGNEE
BINFORD METALS & RECYCLING

By: 
Name: Kimberly Iverson
Title: Account Representative
Date: 10/11/2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: David Mgebroff
Title: Procurement Supervisor
Date: 10/11/2020

CONTRACT TO BE ASSIGNED

Invitation to Bid 00515 Scrap Metal Collection & Recycling and attached Master Contract Terms and Conditions

[Attached as a separate document]