Invitation for Bid #: SM102815-R
Re-Bid of SM102815 Regions 1, 2, and 11 only
Statewide Scrap Metal, Ferrous and Non-Ferrous
Issued: November 11th, 2015

Bid Opening Date: November 24, 2015
At 1:00 pm ET

Direct all inquiries concerning this IFB to:
Stan Black, Contract Administrator
Email: stanley.black@doa.nc.gov
Phone: 919-733-2256
STATE OF NORTH CAROLINA  
Department of Administration, Division of Surplus Property  

Refer ALL Inquiries regarding this IFB to:  
Stan Black, Contract Administrator  
Division of Surplus Property  
1310 Mail Service Center  
Raleigh, NC 27699  
Phone: (919) 733-2256  
e-Mail: stanley.black@doa.nc.gov

Invitation for Bids #: SM102815-R  

Bids will be publicly opened: November 24, 2015  

Contract Type: Statewide Term  

Description: Ferrous and Non-Ferrous Scrap Metal Alloys  
Rebid of Regions 1, 2, and 11  

Using Agency: Statewide Term Contract

EXECUTION
In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned Vendor offers and agrees to provide the services and/or purchase and pick up any or all items upon which prices are bid, at the prices set opposite each line item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned Vendor certifies to the best of Vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State Department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

| VENDOR: | Sime Metal Management |
| STREET ADDRESS: | 4300 Busch St. |
| CITY & STATE & ZIP: | Chesapeake, VA 23324 |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | DALLA W. FERGUSON |
| VENDOR’S AUTHORIZED SIGNATURE: | Date: 11-23-15 |

This is a firm offer, valid for at least 60 days from date of bid opening unless otherwise stated here: _______ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID
If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Department of Administration shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this ___ day of ____________, 20___ as indicated on the attached certification, by  
(Authorized Representative of Department of Administration).
Table of Contents

1.0 PURPOSE AND BACKGROUND .........................................................................................3
2.0 GENERAL INFORMATION ..............................................................................................3
  2.1 INVITATION FOR BIDS DOCUMENT ..............................................................................3
  2.2 IFB SCHEDULE .............................................................................................................3
  2.3 BID QUESTIONS ...........................................................................................................3
  2.4 BID SUBMITTAL ..........................................................................................................4
  2.5 BID CONTENTS ...........................................................................................................4
  2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS ...................................................5
  2.7 DESCRIPTION OF REGIONS ......................................................................................5
  2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS ..............................5
3.0 METHOD OF AWARD AND BID EVALUATION PROCESS .............................................6
  3.1 METHOD OF AWARD .................................................................................................6
  3.2 BID EVALUATION PROCESS ......................................................................................6
4.0 REQUIREMENTS ...........................................................................................................7
  4.1 CONTRACT TERM ......................................................................................................7
  4.2 PRICING ....................................................................................................................7
  4.3 FINANCIAL STABILITY ..............................................................................................7
  4.4 ESTIMATED QUANTITIES .........................................................................................7
  4.5 PRICE ADJUSTMENTS .............................................................................................8
  4.6 PERFORMANCE REQUIREMENTS .............................................................................8
  4.7 ACCOUNTING REQUIREMENTS ...............................................................................8
  4.8 PAYMENT TERMS ....................................................................................................8
  4.9 PERFORMANCE BOND ............................................................................................9
ATTACHMENT A: PRICING FORM .................................................................................10
ATTACHMENT B: INSTRUCTIONS TO VENDORS ............................................................11
ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS 13
ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION ................................15
1.0 PURPOSE AND BACKGROUND

This IFB solicits bids for a statewide term contract for pick-up and removal of all scrap metal on request from multiple locations of State Agencies and Other Eligible Entities in one or more of 14 geographic regions within the State, which correspond to the 14 Department of Transportation (DOT) regional divisions. Each region shall be bid separately, and vendors may submit bids for any number of regions. The successful Vendor for each region is required to pick up scrap from any participating location within that region. **Use of this contract is mandatory by State executive departments and most other State agencies, and participation is voluntary by Other Eligible Entities.**

The contract will be for a one-year period, and the State shall have options to renew the contract under the same terms and conditions for up to two additional one-year terms. The contract will be administered by the Department of Administration, Division of Surplus Property (the “State Surplus Property Agency”).

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 IFB SCHEDULE

The table below shows the intended schedule for this IFB. The Contract Lead will make every effort to adhere to this schedule.

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Send out IFB from Email List</td>
<td>State</td>
<td>November 11, 2015</td>
</tr>
<tr>
<td>Submit e-mail questions to State Surplus By</td>
<td>Vendors</td>
<td>November 19, 2015</td>
</tr>
<tr>
<td>Email Q&amp;A back using the IPS Link in 2.3</td>
<td>State</td>
<td>November 19, 2015</td>
</tr>
<tr>
<td>Submit Bids to State Surplus Office By</td>
<td>Vendors</td>
<td>November 24, 2015</td>
</tr>
<tr>
<td>Award Contract, Notify Winner By</td>
<td>State</td>
<td>November 30, 2015</td>
</tr>
</tbody>
</table>

2.3 BID QUESTIONS

- **Purpose:** Upon review of this IFB document, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

- **Instructions:** Written questions shall be e-mailed to stanley.black@doa.nc.gov by the date and time listed above. Vendors should enter “IFB #SM102815-R – Questions” as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Vendor Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Section, Page Number</td>
<td>Vendor question...?</td>
</tr>
</tbody>
</table>

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), [http://www.ips.state.nc.us](http://www.ips.state.nc.us), and shall become an Addendum to this IFB. **No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in**
connection with this IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely only on written material contained in an Addendum to this IFB.

2.4 BID SUBMITTAL

- **Instructions:** Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.5 BID CONTENTS for details on required content of submitted bids.

<table>
<thead>
<tr>
<th>MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE ONLY</th>
<th>OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID NUMBER: SM102815-R</td>
<td>BID NUMBER: SM102815-R</td>
</tr>
<tr>
<td>Attn: Stan Black, Contract Administrator</td>
<td>Attn: Stan Black, Contract Administrator</td>
</tr>
<tr>
<td>Address: Division of Surplus Property</td>
<td>Address: Division of Surplus Property</td>
</tr>
<tr>
<td>1310 Mail Service Center</td>
<td>6501 Chapel Hill Road (HWY 54 W)</td>
</tr>
<tr>
<td>Raleigh, NC 27699-1300</td>
<td>Raleigh, NC 27607</td>
</tr>
</tbody>
</table>

**IMPORTANT NOTE:** It is the responsibility of the Vendor to have the signed bid physically in the above Office by the specified time and date of opening, regardless of the method of delivery. This is an absolute requirement. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. **Note that the U.S. Postal Service does not deliver mail to the street address above, but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.**

Vendors shall deliver one (1) signed, original executed bid response and one (1) copy of the signed original executed bid, to the address identified in the table in this Section. Include bids in response to this IFB in a sealed package and include no other material. Address package and insert bid number as shown in the table in this Section.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, Bid number and date and time of opening.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will **not be accepted**. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State’s IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Administrator named on the face page of this IFB in the manner specified by this IFB shall constitute sufficient grounds for rejection of said Vendor's offer, at the State's election.

2.5 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items and they should be arranged in the following order:
2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) BAFO: Best and Final Offer, submitted by a vendor to alter its initial bid, made in response to a request by the issuing agency.

b) IFB: Invitation for Bids.

c) LOT: A grouping of similar products within this IFB.

d) OTHER ELIGIBLE ENTITIES: Entities, other than State Agencies, that are authorized, but not required, to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; and Public school units.

e) QUALIFIED BID: A responsive bid submitted by a responsible Vendor.

f) SCRAP METAL: All grades of ferrous and non-ferrous alloys.

g) SELLER: The State of North Carolina, by and through its Division of Surplus Property.

h) STATE: The State of North Carolina, including any of its sub-units recognized under North Carolina law.

i) STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

j) VENDOR: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

2.7 DESCRIPTION OF REGIONS

Each of the bid regions shall correspond to the Department of Transportation Divisions 1 through 14 as set out on the map on Exhibit 1, attached hereto. This contract does not include aluminum alloys, located at the Division of Corrections, Sign and License Tag Plants, in Carthage and Bunn, NC. This Aluminum is on a separate contract.

2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the State’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.3 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor’s response. This applies to any language appearing in or attached to the document as part of the Vendor’s response that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. By execution and delivery of a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, shall have no force or effect, and will be
disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid.

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.3 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on the compliant bid providing the highest total yield in each region.

While the intent of this IFB is to award a Contract to single vendor for all line items in each of the regions separately, the State reserves the right to make a single award for all regions, separate awards to different Vendors for one or more line items in a region, to not award one or more line items in any or all regions, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

3.2 BID EVALUATION PROCESS

1. Bids are requested on the items and/or services described herein. All information furnished on this bid may be used as a factor in determining the award of this contract.

2. At that date and time specified as the bid opening, the package containing the bids from each responding Vendor will be opened publicly and the name of the Vendor and the price(s) bid announced.

3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.

4. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid, if needed. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the State will make the Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation.

Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

NOTE: During the evaluation period and prior to award, all information concerning the bid and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in
any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor’s offer from further evaluation or consideration in the discretion of the State.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

4.1 CONTRACT TERM

The Contract shall have an initial term of one year, beginning on the date of the Contract award (the “Effective Date”). At the end of the Contract’s current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING ................. MINIMUM ACCEPTED BID IS (-) $160.00 ............

4.3 Bid price shall constitute the total amount paid to Seller, including all charges for shipping, delivery, handling, administrative and other similar fees that Vendor may incur. Vendor shall not deduct for any amounts not specifically allowed for in this IFB. The Bid for Each Region shall consist of a whole dollar amount, which represents the amount over or under the Market Index Price, Per Gross Ton, as listed for the AMM #1 Heavy Melt Price as published in each Tuesday’s edition. Vendors may bid on one region, several regions or all regions, but pricing shall be listed separately for each region’s bid. Complete ATTACHMENT A: PRICING FORM and include it with the Bid.

All Non-Ferrous Metals will be paid at the Suppliers Retail (Scale) Price at the day of the pick-up.

Prior to 4:00 pm each Wednesday, Vendor shall provide State Surplus Property with an accurate copy of the applicable AMM pricing published on the previous day. This information must be emailed to (ssp.info@doa.nc.gov) or faxed to State Surplus @ (919) 754-2441. Each Tuesday’s pricing shall be effective for the Previous Week’s Pick-ups.

If Vendor fails to submit pricing information in a timely manner, such failure shall result in the pricing for the relevant week to be set at the higher of the published price for the previous week or the price for the subsequent week.

For example, if the AMM #1 Heavy Melt Price is published on Tuesday, October 13, 2015, a copy of this pricing shall be submitted by Wednesday, October 14, and this pricing is effective for pick-ups made during the week of October 7th through October 12th. If no pricing information is received, then pricing for pick-ups that week is set at the higher of the price applicable for the week of October 4th (published on the previous Tuesday, October 6) or for the week of October 18th (published on Tuesday, October 20).

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 ESTIMATED QUANTITIES

Quantities are unknown and will vary from region to region. The State shall not be obligated to make available any minimum or maximum quantities in any region or in total.
4.6 PRICE ADJUSTMENTS

Prices bid by the Vendor shall be held constant for the initial one-year term of the contract. If the contract is renewed for an additional term, the Vendor may make a request for a price modification once per renewal term.

Price modification requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation of the need. Price modifications, if allowed, will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments and reserves the right to accept or reject them in part or in whole. Price modifications may be requested by the State at any time.

4.7 PERFORMANCE REQUIREMENTS

Vendor shall comply with all Local, State and Federal Regulations related to performing the services within the scope of this contract.

- All pick-ups must occur within a maximum of ten (10) calendar days from date the Vendor is notified that scrap is available, either by the entity holding the scrap or by the State Surplus Property Agency.
- Vendor shall provide by email or fax, at ssp.info@doa.nc.gov or 919-754-2441, to State Surplus Property a record of the pick-up, including location and a weight ticket, within three (3) business days from the date of pick-up.
- The successful bidder shall furnish properly sized scrap metal hoppers, roll off containers and/or open top trailers to each location, on demand and without charge, if the location estimates that it will generate sufficient scrap to fill the container, at a minimum of once per quarter. All such containers shall be in sound condition, and all trailers shall have proper working landing gear suitable to support typical loading. All containers shall be exchanged with like empties at the time of pickup.
- If a location does not anticipate sufficient scrap to fill a container quarterly, or after the initial year, and if a location does not generate sufficient scrap to continue receiving a container without charge, the vendor should attempt to re-size the container first, or they must be granted authorization from the contract administrator to charge the location a reasonable fee to keep the container or they may remove it at the location’s request.
- Vendors for all regions shall furnish an annual activity summary within fifteen (15) days following the State’s fiscal year-end on June 30. This report shall be submitted in Excel spreadsheet format and shall contain detail of all account activity, including participating entity, location, pick-up date, product identity and quantity weight, billing rate, and amount billed, subtotaled by month for each entity. **Vendor shall submit such reports for other time periods upon request.**

4.8 ACCOUNTING REQUIREMENTS

Vendor shall provide a pick-up receipt to a custodian or other responsible person at the pick-up location at the time of pick-up, which shall include at least the following information:

- Vendor information: Name, Address, and Phone #
- Pick-Up location: Agency Name and Address
- Date of Pick-Up
- Type of Material
- Signature and date lines for both parties to sign
- Faxable Copy left at Location after Pick-up

4.9 PAYMENT TERMS

Payment shall be submitted to: State Surplus Property Agency, 1310 Mail Service Center, Raleigh, NC 27699.

Payment shall be made by the 10th of the month for all activity during the previous month. **Along with the payment a summary statement is required, showing, Location, Pick-up Date, and Weight Totals.**
4.10 PERFORMANCE BOND

Prior to beginning of any pick-ups under this contract, **Vendor shall submit a Performance Bond to the State Surplus Property Agency in the amount of $5,000.00**, paid by Money Order or Cashier's Check. This Payment will be retained by The State until the Conclusion of the Contract, and all or a portion of the Performance Bond may be withheld should the awarded Vendor fail to perform the requirements as stated herein. The retainage shall equal the amount of the anticipated loss or additional expense of the agencies that failed to receive satisfactory service, including the State Surplus Property Agency. **An indemnity bond shall not be an accepted form of payment for the Performance Bond.**

**Attachments to this IFB begin on the next page.**
Bids for each region shall be shown as an amount in whole dollars (Per Gross Ton), either over or under the Tuesdays published AMM # 1 Heavy Melt Price index for North Carolina/Virginia Markets. All bids shall be made in whole dollar amounts.

- An example for a (+) bid is, if AMM Price is $210 Gross/Ton, and you are bidding $(+) 73.00 above AMM Price, your Bid Price you would pay the State is $283 per Gross Ton.
- An example for a (-) bid is, if AMM Price is $210 Gross/Ton, and you are bidding $(-) 81.45 below AMM Price, your Bid Price you would pay the State is $128.55 per Gross Ton.

A Minus Bid (-) indicates a bid less than the weekly AMM, and must include a legible minus sign. Ambiguous entries shall be interpreted as the highest of the possible bids.

Submitting a bid for a particular region constitutes Vendor’s representation and warranty that Vendor is ready, willing and able to, and, in fact, will pick up scrap metal from all locations within the region of any State Agency or Other Participating Entity participating in this contract.

All Non-Ferrous Metals will be paid at the Suppliers Retail (Scale) Price at the day of the pick-up.

Bid Amount Region # 1: $124.60 below Amm Price

Bid Amount Region # 2: $124.60 below Amm Price

Bid Amount Region # 11: No Bid
ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. READ, REVIEW AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.

2. LATE BIDS: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. ACCEPTANCE AND REJECTION: The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

4. BASIS FOR REJECTION: The State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. EXECUTION: Failure to sign the Execution page (second page of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.

6. ORDER OF PRECEDENCE: in cases of conflict between specific provisions in this solicitation or in the resulting contract, the order of precedence shall be (high to low) (1) the provisions of sections 1.0 through 4.9 this IFB, and including any negotiated terms; (2) North Carolina General Contract Terms and Conditions in attachment C: of the IFB; (3) Instructions To Vendors in Attachment B: of the IFB; and (5) Vendor's Bid.

7. SUSTAINABILITY: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

- All copies of the bid are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-renged binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

8. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute §143-48 and Executive Order 150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

9. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
10. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

11. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the subject matter of the IFB, during the evaluation of the bids (i.e., after the public opening of the bids and prior to the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor regarding the advertised goods or services; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, in the discretion of the State, from the Contract award. Only those communications with the Division authorized by this IFB are permitted.

12. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.

13. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), [https://www.ips.state.nc.us/ips/BidNumberSearch](https://www.ips.state.nc.us/ips/BidNumberSearch). Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this website no later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

14. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website [http://www.pandc.nc.gov/](http://www.pandc.nc.gov/).

15. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Surplus Property Division.

16. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

17. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification regarding the firm's bid.

18. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

This Space is Intentionally Left Blank
ATTACHMENT C:
NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate this Contract for cause.

2. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

3. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.

4. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

5. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

6. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency’s internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).

7. **ASSIGNMENT:** No assignment of the Vendor’s obligations or the Vendor’s rights hereunder shall be permitted. In no event shall a purported assignment obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor’s assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

8. **INSURANCE COVERAGE**
   During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

   a. **Worker’s Compensation** - The Vendor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

   b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.) The State of North Carolina, State Surplus Property Agency must be listed on this policy as an additional insured.

   c. **Excess Liability** - Excess Umbrella Liability Coverage with a minimum Limit of $2,000,000 per occurrence.

   d. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $500,000.00
REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract. Vendor shall provide proof of insurance satisfactory to the Surplus Property Agency prior to beginning any pick-ups under the contract.

9. GENERAL INDEMNITY: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

19. TERMINATION FOR CONVENIENCE: Following an initial ninety-day period from the date of award, either Party may terminate this Contract for any reason by providing 30 days' notice in writing to the other Party. If the contract is terminated by the State as provided in this section the Vendor shall pay for all casings picked up prior to the termination date.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

21. ENTIRE AGREEMENT: This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. AMENDMENTS: This contract may be amended only by written amendments duly executed by the State and the Vendor.

23. WAIVER: The failure to enforce or the waiver by the State of any right or of any breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

This Space is Intentionally Left Blank
Name of Vendor: **Sims Metal Management**

The undersigned hereby certifies that: [check all applicable boxes]

- [x] The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.
  
  Date of latest audit: **6-1-15**

- [x] The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

- [x] The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- [x] The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- [x] He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

__________________________
Signature

11-23-15
Date

DAVID W. FERROSON
Printed Name

COMMERCIAL MANAGER NC
Title

[This Certification must be signed by an officer of Vendor authorized to make the above representations]