



## INVITATION TO BID

**Return Bid with these executed documents accompanying or attached to:**

Regional Recycling & Waste Reduction District

Attn: Craig Douglass, Executive Director

300 Spring Building, Suite 200

Little Rock, AR 72201

It is the responsibility of bidder to read and comply with all conditions listed on following page.

**BID NUMBER: ITB-19-07 / DATE ISSUED: Sunday, July 7, 2019**

**DATE & TIME OF OPENING: Friday, August 9, 2019, 2 p.m.**

**DESCRIPTION: Electronic Waste Collection, Transporting & Processing**

**CONTRACT PERIOD: Five (5) Years**

**DEPARTMENT: Electronics Recycling / BID DEADLINE: Friday, August 9, 2019, 2 p.m.**

The Regional Recycling & Waste Reduction District (the District) is requesting competitive sealed bids to establish a term contract for the collection, transporting and processing of electronic waste as defined in Section 273 of Arkansas Pollution Control and Ecology Commission Regulation 23 including, but not limited to, consumer electronic items, such as any intact or broken cathode ray tube (e.g., television, computer monitor, or other cathode ray tube monitor or display device), personal computer or computer component, audio and/or stereo player, videocassette recorder/player, DVD recorder/player, video camera, telephone, fax or copying machine, cellular telephone, wireless paging device, or video game console and any such device or component that exhibit a characteristic of a hazardous waste including, but limited to, lead, mercury, cadmium and other hazardous substances having similar characteristics.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the District office on or before the specified BID DEADLINE. The District will in no way be responsible for delays caused by any occurrence. The BID DEADLINE will be scrupulously observed. Under no circumstances will bids delivered after the BID DEADLINE be considered. If due to inclement weather, natural disaster or for any other cause the District office where bids are to be submitted is closed on the deadline date or time, the deadline for submission shall automatically be extended until the next business day on which the District is open. Bidders considering submitting a bid may contact the District office for business office calendar schedules. The time of day for submission shall remain the same. Offers by telephone, fax or text will not be accepted. Bidders will not be allowed to withdraw or modify their bids after the DATE & TIME OF OPENING.

Award of and implementation of this bid is contingent upon the appropriation or grant of funds by the District, the Arkansas Department of Environmental Quality, the Environmental Protection Agency, or any other agency of the county, city, state or federal government, as long as appropriation or grant of funds is available, or such time as alternative funding mechanisms are provided and agreed to by the District, the Arkansas Department of Environmental Quality, the Environmental Protection Agency, or any other agency of the county, city, state or federal government responsible for funding the accepted bid-related program or project, or a program of market-driven self-sufficiency or sustainability is agreed to by the District, the Arkansas Department of Environmental Quality, the Environmental Protection Agency, or any other agency of the county, city, state or federal government.

The date and/or timeliness the bid is received, the BID DEADLINE notwithstanding, may be a determining factor in the award of this bid.

Samples of work may be submitted with the bid document, when requested, or the bid may be rejected.

Questions regarding this INVITATION TO BID should be directed to Craig Douglass, Executive Director, or Desi Ledbetter, COO/CFO, at 501-340-8787, during the hours of 8 a.m.-4:30 p.m., Monday-Friday. (See EXECUTION OF BID and further instructions continued on page 2.)

### EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth and agrees to furnish services or commodities at the prices or fees stated. Unsigned bids will be rejected.  
PLEASE SUBMIT TWO (2) COPIES OF THE BIDS.

<b>NAME OF COMPANY:</b>	<b>PHONE NUMBER:</b>
<b>BUSINESS ADDRESS:</b>	
<b>SIGNATURE OF AUTHORIZED PERSON:</b>	<b>DATE:</b>
<b>PRINTED OR TYPED NAME:</b>	<b>TITLE:</b>

### PLEASE READ CAREFULLY

1. When submitting an INVITATION TO BID, the bidder warrants that the services covered by the bid shall be free from conflicts and are within the bidder's routine and normal course of business.
2. Sales or use tax is not to be shown in bid price but, where applicable, is to be added by the vendor to the invoice billing to the District.
3. Volume, quantity and frequency discounts shall be passed on to the District.
4. All contracts shall be awarded to the lowest responsible bidder, taking into consideration all relevant facts and bidder and program requirements including, without limitation, experience, quality, time of performance, probability of performance, and location.
5. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this INVITATION TO BID are intended to establish a desired quality or performance level, providing the best and most comprehensive and competitive service.
7. Samples of items, if requested, must be furnished free and shall remain the property of the bidder.
8. Prices quoted, including personal services fees and commodities, shall be inclusive of all services and commodities delivered.
9. In the event a contract is entered into pursuant to the Invitation to Bid, the bidder and its subcontractors, if any, shall not discriminate against any qualified employee or applicant for employment on the basis of political or religious opinions or affiliations, or because of age, race, sex, national origin, handicap, disability, sexual orientation, gender identity, genetic information, veteran status, or other non-merit factors.
10. The District reserves the right to award items, all or none, or by line item(s).
11. Experience, quality, time of performance, probability of performance, location and cost in whole or in part shall be factors in making an award.
13. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the District.
14. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the bidder and the executive director or chief operating officer of the District.
15. The District reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on services or commodities with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid.

## **TITLE VI CIVIL RIGHTS ACT COMPLIANCE AND ASSURANCES**

The successful bidder (Contractor), and all sub-recipients, sub-grantees, sub-contractors, successors, transferees, and/or assignees shall:

Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibition discrimination on the basis of race, color, national origin, age, sex, and disability through its applicable federal statutory or regulatory authorities, or other pertinent directives, circulars, policy, memoranda, and/or guidance and will give assurance that it will promptly take measures necessary to ensure such; abide by all District requests, regarding access to records, accounts, documents, information, facilities, and staff; comply with all program and/or compliance reviews, and/or complaint investigations conducted by the District; maintain and preserve all project records for a minimum of three (3) years or as further required by the District and applicable record-retention requirements; assure that all records or materials are timely, completely, and accurately provided to the District upon request, and comply with data collection and evaluation requirements, as required by the District, related laws, or program guidance.

### **DISADVANTAGED BUSINESS ENTERPRISES**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, the District hereby notifies all bidders that it will affirmatively ensure that in any contract entered into, pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

### **PULASKI COUNTY NONDISCRIMINATION ASSURANCES**

The Contractor, as well as, all sub-grantees, sub-contractors, successors, transferees, and/or assignees, providing goods and services to the District, shall comply with Pulaski County Ordinance 15-OR-25, prohibiting discrimination on the basis of political or religious opinions or affiliations, age, race, sex, national origin, handicap, disability, sexual orientation, gender identity, genetic information, veteran status, or other non-merit factors. The Contractor shall include a similar provision in all contracts or agreements with sub-grantees, sub-contractors, successors, transferees, and/or assignees requiring compliance with Pulaski County Ordinance 15-OR-25. The successful bidder shall provide records of such contracts or agreements with sub-grantees, sub-contractors, successors, transferees, and/or assignees to the District upon request.

### **STANDARD OF PERFORMANCE**

The Contractor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Contractor will be documented and submitted to the Contractor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the INVITATION TO BID and shall be grounds for immediate termination of the contract. A review meeting will be called between the Contractor with actions agreeable to both parties drafted and implemented. The District retains the absolute right to assess whether and when performance is subsequently acceptable.

### **INDEMNIFICATION**

The Contractor hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge the District and any of its board, officers, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

## CONFLICT OF INTEREST

Contractor represents and warrants that no director or employee of the District is in any manner interested directly or indirectly in the contract or in any of the expected profits which might arise from the contract. Contractor further represents and warrants that no attempt has been made to influence or gain favorable advantage by communicating directly or indirectly with any official of the District.

## TERMINATION OF AGREEMENT

Notwithstanding the term specified herein, the District may terminate this Agreement at any time without liability upon the occurrence of any of the following events:

- a. Contractor engaging in any act which constitutes (i) a felony under any state law or the law of the United States, (ii) gross, willful, or wanton negligence or misconduct, (iii) breach of any fiduciary duty to District, (iv) embezzlement, or (v) fraud;
- b. Contractor engaging in any act which brings the District into disrepute in the community, including, without limitation, habitual use of drugs or alcohol;
- c. Contractor's failure to fulfill and perform its duties and covenants hereunder in a truthful, faithful, diligent, ethical and efficient manner; or
- d. If the services, deliveries and/or materials furnished or the servicing of the contract do not conform to the standards set forth herein.

## CERTIFICATION OF NO BOYCOTT OF ISRAEL

Pursuant to Ark. Code Ann. § 25-1-503, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract, not to engage in a boycott(s) of Israel.

## TERM OF CONTRACT

The required services are to commence no later than a date to be agreed upon by and between the District and the selected bidder, unless terminated sooner, and shall continue in force until the termination date specified in the contract, or until such time as delivery and furnishing of the specified services and/or materials requested are completed in accordance with contract specifications. The contract may be extended for two (2), one- (1) year periods upon written agreement by and between the parties. An agreed-to contract extension(s) may contain amendments to the contract specifications if said amendments are executed in writing by both parties and attached as an addendum or exhibit to the original contract.

## CONTRACTOR/VENDOR DISCLOSURE

*(Use when no federal or state disclosure form is required)*

Company/Contractor Name: \_\_\_\_\_

Registered with the Secretary of State's Office to Conduct Business in Arkansas: \_\_\_\_ Yes \_\_\_\_ No

Identify each employee of the District to whom you, any of your employees owning more than 5% interest in Contractor's company or are a director/executive/decision-maker of the Contractor's company are immediately related.

Immediate Relation includes:

- a. Spouse/Domestic Partner
- b. Parents-Natural or Legal/Step/In-Laws
- c. Children/Step, Siblings-Whole Half/Step/In-Laws
- d. Grandchildren/Step, Great Grandchildren

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Failure to disclose shall be considered a material breach and grounds for immediate termination of the contract. Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported by the Contractor to the District within 30 days of change of circumstance.

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Signed

\_\_\_\_\_  
Date

### BID FORM

**BID NUMBER: ITB-19-07 / DATE ISSUED: Sunday, July 7, 2019**  
**DATE & TIME OF OPENING: Friday, August 9, 2019, 2 p.m.**  
**DESCRIPTION: Electronic Waste Collection, Transporting & Processing**  
**CONTRACT PERIOD: Five (5) Years**  
**DEPARTMENT: Electronics Recycling / BID DEADLINE: Friday, August 9, 2019, 2 p.m.**

### SCOPE OF SERVICE

The District is seeking an experienced individual or company to provide electronic waste collection, transporting and processing services to the District. The District requires the servicing in the form of collection, transporting and processing of electronic waste from District-operated collection centers, called Green Stations, in Little Rock, North Little Rock, Maumelle, Sherwood, and Jacksonville, Arkansas. The District also requires the staging, set-up, equipping, staffing, breakdown, clean-up, collection, transporting and processing of electronic waste during a minimum of two special, public collections (biannually) of electronic waste delivered to the staging area(s) by the public, including businesses, residing and doing business in Pulaski County and in joint, inter-district public collections of electronic waste that may be organized and implemented by agreement between and among the District, other Arkansas regional solid waste management districts, and the Contractor. The District invites comment and consideration from the Contractor of a statewide or regional plan for the staging, collection, transporting, processing and cost of electronic waste. Said comment and consideration may be considered as a determining factor in the awarding of this bid.

Bids shall contain specific information related to any cost to the District or State of Arkansas (or districts in the case of joint projects) of processing or disposing of electronic wastes.

Bids shall contain detailed information on the safety, security and protection of privacy of any memory capacity of electronic waste, and the method of destruction of memory capacity of the electronic waste collected, processed or otherwise disposed of.

Bids shall contain a list of acceptable electronic waste to be collected and processed, and/or a list of unacceptable electronic waste that shall be collected and disposed of.

Bids shall contain the contractor's experience in communicating and promoting to the general public and to businesses the benefits of collecting and recycling electronic waste, and promotion of collection protocols for public consumption.

Bids shall contain all certifications awarded to and achieved by the Contractor in its relevant field. Relevant certifications shall be considered a determining factor in the awarding of this bid. Bids shall also contain all licenses and permits required by the Arkansas Department of Environmental Quality and the Environmental Protection Agency.

Bids shall contain Contractor's record-keeping policies related to electronic waste collected, processed for recycling, and/or otherwise disposed of.

Bids shall contain a specific description of Contractor's current markets for recycled electronics and/or electronic components, as well as other associated non-electronic materials.

Successful bidders shall demonstrate the ability to collect, transport, process or otherwise dispose of 100 or more tons of electronic waste per calendar quarter.

Acknowledgment that SCOPE OF SERVICE has been read and is fully understood.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date