



**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-19-05/DATE ISSUED: May 17, 2019/DATE & TIME OF OPENING: June 21, 2019, 3 p.m.**  
**DESCRIPTION: Extra-Large Tire Processing/CONTRACT PERIOD: Five(5) Years from Implementation.**  
**DEPARTMENT: Tire Program / BID DEADLINE: June 21, 2019, 3 p.m.**

The Regional Recycling & Waste Reduction District (the District) is requesting competitive sealed bids to establish a term contract for the processing of extra-large tires in Arkansas. The bids shall adhere to the following conditions and specifications:

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, 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 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 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 appropriate agency of the county, city, state or federal government.

Examples or descriptive demonstrations of tire processing 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.

**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. All contracts may be awarded to the lowest responsible bidder, taking into consideration all relevant facts, including, without limitation, experience, quality, time of performance, probability of performance, and location.
4. 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 or examples of items or services, if requested, must be furnished free and shall remain the property of the bidder.
8. Prices quoted 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, and location 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 vendor 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:

- a. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibiting 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;
- b. Abide by all District requests, regarding access to records, accounts, documents, information, facilities, and staff;
- c. Comply with all program and/or compliance reviews, and/or complaint investigations conducted by the District;
- d. 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;
- e. Assure that all records or materials are timely, completely, and accurately provided to the District upon request, and
- f. Comply with data collection and evaluation requirements, as required by the District, related laws, or program guidance.

## DISADVANTAGE BUSINESS ENTERPRISES

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.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, 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 action agreeable to both parties will be 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 this Agreement or in any of the expected profits which might arise from this Agreement. 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 this 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 delivery and furnishing of the specified services and/or materials requested. Upon delivery and furnishing of the specified services and/or materials requested, and the acceptance by the District of same, the contract shall cease to be in force. No contract will be automatically renewed at the end of the provision of services outlined in the agreement.

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 your Company or are a director/executive/decision maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In-Laws
- Children/Step, Siblings-Whole Hal/ Step/In-Laws
- Grandchildren/Step, Great Grandchildren.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**BID FORM**

<b>BID NUMBER: ITB-19-05/DATE ISSUED: May 17, 2019/DATE &amp; TIME OF OPENING: June 21, 2019, 3 p.m.</b>
<b>DESCRIPTION: Extra-Large Tire Processing/CONTRACT PERIOD: Five(5) Years from Implementation.</b>
<b>DEPARTMENT: Tire Program / BID DEADLINE: June 21, 2019, 3 p.m.</b>

**SCOPE OF SERVICE**

The District is seeking a contractor to provide services related to the processing of extra-large tires, as defined by Arkansas Department of Environmental Quality (ADEQ) Regulation 36 and any amendments thereto. The processing services provided by the contractor must be performed by a tire processor currently permitted and licensed by ADEQ to perform said processing. The responsibility of the contractor will include, but will not be limited to, receiving extra-large tires transported to the processor's facility during the operating hours of Monday-Thursday, 7 a.m.-3 p.m. Extra-large tires may be stockpiled for processing, not to exceed the permitted stockpile limits, consistent with the processors permit or license, but not to exceed five (5) business days from receipt of each load of extra-large tires. The contractor shall provide adequate space for the receipt and stockpiling of extra-large tires prior to processing. The contractor shall provide to the District on a weekly basis the contractor's capacity for accepting extra-large tires. The contractor shall provide in the bid one, single, full-service and all-encompassing price for processing. The price shall be expressed per-ton and shall include all extra-large tires as defined by ADEQ Regulation 36 and any amendments thereto. The contractor shall provide in the bid experience with detailed record-keeping, including manifests, of all extra-large tires received, weighed, processed, recycled or landfilled. In order to maximize efficiency and cost savings, it is preferred that the permitted extra-large tire processor be centrally located in the state of Arkansas, or within 100 miles of any of the designated extra-large tire-staging areas in Arkansas, including Little Rock, White Hall, West Memphis, Jonesboro, Bald Knob, Harrison, Prairie Grove, Clarksville, and Nashville.