



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-19-0062	Solicitation Issued:	07/11/2019
Description:	Waste Disposal Services		
Agency:	Arkansas Department of Correction		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	08/06/19	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Wendy Gossett	Buyer's Direct Phone Number:	501-371-6070
Email Address:	Wendy.gossett@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The Office of State Procurement (OSP), is issuing this Invitation for Bid (IFB) on behalf of the Arkansas Department of Correction (ADC) to obtain pricing and a contract for the rental of various Solid Waste collection devices and Cardboard Balers, and for the removal, transport, and Disposal of Solid Waste collected from various ADC locations throughout the State of Arkansas.

Currently, the State contracts with multiple Contractors for waste disposal services. The intent of this IFB is to streamline contract administrative functions and to leverage volume by potentially combining all ADC locations into one (1) contract awarded to a single Contractor. As such, Prospective Contractors are encouraged to bid on all ADC locations and provide their most favorable pricing.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract(s) to the, lowest bidding Contractor per each ADC location, but preferably resulting in a single Contractor for all locations.
- B. The anticipated starting date for any resulting contract(s) is 10/1/2019, except that the actual contract(s) start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of the resulting contract(s) will be for two (2) years. Upon mutual agreement by the Contractor(s) and agency, the contract(s) may be renewed by OSP for up to five (5) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- D. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays.

- E. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- F. "Disposal Site" means a legally mandated and regulated place at which Solid Waste is dumped, accepted, or disposed of for final disposition, such as a landfill.
- G. "Disposal" means depositing, releasing, dumping, or placing Solid Waste into or on a Disposal Site.
- H. "Implementation Period" means fourteen (14) calendar days immediately preceding the Services Start Date for each ADC location whereby the Contractor performs all start up activities required to begin providing Waste Disposal Services by the Services Start Date.
- I. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- J. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- K. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- L. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- M. "Service Start Date" means the date during the initial term of the contract(s) whereby the Contractor begins providing Waste Disposal Services at a specific ADC location as required by this IFB. The Service Start Dates during the initial term are anticipated to vary per ADC location and are expected to immediately follow the Implementation Period. ADC will have the final determination of the Service Start Dates.
- N. "Solid Waste Open Top Container" means waste receptacles that are not enclosed and do not have a top that can be opened and closed. They are designed for Solid Waste and can be placed virtually anywhere the delivery truck can facilitate delivery and retrieval.
- O. "Solid Waste", means any garbage, or refuse, and other discarded material, including solid and semi-solid material resulting from industrial and agriculture operations, and from community activities. Solid Waste does not include solid or dissolved materials in domestic sewage, solid or dissolved materials in irrigation return flows, industrial discharges that are point sources subject to permit under 33 U.S.C. § 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).
- P. "State Holiday" means the following days during the year when State Offices are closed:
- Christmas Day
 - Christmas Eve
 - Dr. Martin Luther King Jr.'s Birthday
 - George Washington's Birthday and Daisy Gatson Bates Day
 - Independence Day
 - Labor Day
 - Memorial Day
 - New Year's Day
 - Thanksgiving Day

- Veteran's Day

Also, any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

- Q. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.
 - b. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - c. Disposal per ton fee verification letter from Disposal Sites applicable to the ADC location being bid. (See Prospective Contractor Qualifications Section 2.2.C)
2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*.
 - b. EEO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 3:00 p.m., Central Time on or before 07/18/2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.

2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on 07/24/2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- B. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.
- D. Prospective Contractors proposed Subcontractors **shall** meet security Requirements as specified herein.

1.10 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet only. If any cost is not identified by the Prospective Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- C. **DO NOT** submit any ancillary information not related to actual pricing on or with the Official Bid Price Sheet.
- D. The Official Bid Price Sheet includes fourteen (14) tabs (hereinafter referred to as "Location Tabs") each representing one (1) of the fourteen (14) ADC locations to which Waste Disposal Service is to be provided as specified herein. Each Location Tab includes yellow shaded pricing cells to indicate the costs associated with providing Waste Disposal Services to a particular ADC location.
 1. Prospective Contractors may provide bids for one (1) Location Tab, multiple Location Tabs, or all Location Tabs.
 - a. The State prefers to award all fourteen (14) ADC locations to one (1) Contractor. As such, Prospective Contractors are encouraged to submit their most favorable pricing for all fourteen (14) Location Tabs included on the Official Bid Price Sheet.
- E. The associated costs included on each Location Tab are:
 1. One Time Implementation Fee (See Implementation) – In the yellow shaded pricing cell, the Prospective Contractor **shall** provide a one-time implementation fee that **must** include all costs associated with preparing the ADC location to begin receiving Waste Disposal Services by the Services Start Date. The implementation fee will be used in determining lowest cost in each Location Tab.

2. Monthly Equipment Rental – In the yellow shaded pricing cell(s), the Prospective Contractor **shall** provide the monthly equipment rental fee(s) applicable to each piece of Waste Disposal equipment provided to the specified ADC location and listed on the Location Tab. The monthly equipment rental fee(s) will be used in determining lowest cost in each Location Tab.
 3. Removal, Transport, and Disposal – In the yellow shaded pricing cell(s), the Prospective Contractor **shall** provide the cost for each removal, transport, and Disposal of Solid Waste provided to the specified ADC location. The removal, transport, and Disposal fee will be used in determining lowest cost in each Location Tab.
 4. Disposal Per Ton Fee – In the yellow shaded pricing cell, the Prospective Contractor **shall** provide the Disposal per ton fee charged by the Disposal Site to be utilized by the awarded Contractor to dispose of each ton of Solid Waste removed from the specified ADC location as submitted in the verification letter in the bid response packet (See General Requirements Section 2). The disposal per ton fee will not be used in determining lowest cost in each Location Tab.
- F. The fourteen (14) Location Tabs are:
1. Location Tab 1 – ADC Training Academy
 2. Location Tab 2 – Benton Unit
 3. Location Tab 3 – Cummins Unit
 4. Location Tab 4 – Delta Regional Unit
 5. Location Tab 5 – East Arkansas Regional Unit
 6. Location Tab 6 – Grimes Unit
 7. Location Tab 7 – Ouachita River Unit
 8. Location Tab 8 – McPherson Unit
 9. Location Tab 9 – North Central Unit
 10. Location Tab 10 – Maximum Security Unit
 11. Location Tab 11 – Tucker Unit
 12. Location Tab 12 – Varner Unit
 13. Location Tab 13 – Varner Unit 8 Camp
 14. Location Tab 14 – Wrightsville Unit
- G. The Prospective Contractor **shall** enter a cost into each of the yellow shaded pricing cells included on the Location Tab(s) applicable to the location(s) on which the Prospective Contractor intends to bid.
1. Should a Prospective Contractor fail to enter a cost into a yellow shaded pricing cell included on a Location Tab(s) applicable to the location(s) on which the Prospective Contractor is bidding, the State reserves the right to reject the Prospective Contractor's bid submission.

1.10 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.11 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
- The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.12 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.13 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

1.14 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.15 AWARD PROCESS

- A. Prospective Contractor Selection
 1. Award will be made to the lowest-bidding, responsible Prospective Contractor(s) for each ADC location.
- B. Negotiations
 1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated Prospective Contractor has been determined, or until such time the State decides not to move forward with an award.
- C. Anticipation to Award
 1. Once the anticipated Prospective Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fifteen-day posting period.
 3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
 4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.16 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.17 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.

D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.18 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.19 RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.21 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor's commodity or service **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dis.arkansas.gov/standards> Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.22 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.23 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.24 RESERVATION

The State will not pay costs incurred in the preparation of a bid.

SECTION 2 – GENERAL REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The Office of State Procurement (OSP), is issuing this Invitation for Bid (IFB) on behalf of the Arkansas Department of Correction (ADC) to obtain pricing and a contract for the rental of various Solid Waste collection devices and Cardboard Balers, and for the removal, transport, and Disposal of Solid Waste collected from various ADC locations throughout the State of Arkansas.

Currently, the State contracts with multiple Contractors for waste disposal services. The intent of this IFB is to streamline contract administrative functions and to leverage volume by potentially combining all ADC locations into one (1) contract awarded to a single Contractor. As such, Prospective Contractors are encouraged to bid on all ADC locations and provide their most favorable pricing.

2.2 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. Prior to award, Prospective Contractor **shall** be licensed by the Regional Solid Waste Management Board(s) as applicable to the ADC location.
- B. Prospective Contractor **shall** have the Solid Waste equipment specified herein available and the personnel needed to remove, transport, and dispose of Solid Waste at each ADC location.
 1. Prospective Contractor's equipment **must** be designed and constructed to be leak-proof and **must** be enclosed or covered as applicable to prevent roadside littering, attraction of vermin, and the creation of other nuisances and hazards.
- C. With the Bid Response Packet, the Prospective Contractor **shall** submit a verification letter(s) from the Disposal Site(s) applicable to the ADC location the Prospective Contractor intends to provide Solid Waste Disposal Service. The verification letter **must** be on the Disposal Site(s) letterhead or other pertinent identifier and **must** state the Disposal Cost per each ton of Solid Waste disposed of at the Disposal Site as to be charged to the Prospective Contractor.

2.3 INSURANCE REQUIREMENTS

- A. Prior to contract award and by a due date established by ADC and OSP, the Prospective Contractor **shall** furnish an approved "Certificate of Insurance" and **must** maintain the following Insurance Requirements throughout the contract term(s).
- B. Contractor **shall not** modify the insurance coverage without prior, written authorization from ADC.
- C. Contractor **shall** provide liability limits as follows:
 1. Commercial General Liability

a. Each Occurrence	\$1,000,000.00
b. General Aggregate	\$2,000,000.00
 2. Automobile Liability

a. Combined Single Limit	\$1,000,000.00
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 3. Worker's Compensation and Employer's Liability

a. Worker's Compensation	Statutory Limits
b. Employer Liability	\$100,000.00
c. Disease Each Employee	\$100,000.00

4. Umbrella Liability

- | | |
|----------------------|----------------|
| a. Each Occurrence | \$2,000,000.00 |
| b. General Aggregate | \$2,000,000.00 |

- D. Each Certificate of Insurance **must** name ADC as certificate holders with the intent to notify ADC within ten (10) Business Days of any intention to cancel the insurance.
- E. Contractor(s) **shall** supply ADC with replacement certificates of insurance not less than thirty (30) calendar days prior to the expiration dates or renewal dates of any insurance policies reflected on such certificates.
- F. Contractor(s) **shall** provide Commercial General Liability insurance with the additional insured endorsement that is primary non-contributory. All policies **must** contain a waiver of subrogation against the State of Arkansas and ADC arising from work performed by or on behalf of the Contractor(s).

2.4 GENERAL REQUIREMENTS

- A. Throughout the contract term(s), Contractor(s) **shall** comply with all applicable State and Federal laws, rules, and regulations including but not limited to those of the following agencies/departments:
1. Arkansas Department of Pollution Control and Ecology (APC&E)
 2. Arkansas State Highway and Transportation Department (ARDOT)
 3. Department of Transportation (DOT)
 4. Environmental Protection Agency (EPA)
 5. Regional Solid Waste Management Board(s)
- B. Contractor(s) **shall** provide for removal, transport, and Disposal of Solid Waste in a manner that prevents public health hazards, environmental hazards, safety hazards, and nuisances.
- C. Contractor(s) **shall** be financially responsible for paying monetary fines and written infractions assessed by regulatory agencies due to negligence on the part of the Contractor.
- D. Contractor(s) **shall** comply with the rules and regulations of the Regional Solid Waste Management Board's Regional Solid Waste Management System Plan within the district in which Contractor(s) is engaged in Solid Waste removal, transport, and/or Disposal of Solid Waste.
- E. After the collection and removal of Solid Waste, the Contractor **shall** return the applicable Solid Waste equipment to the ADC location within a four (4) hour timeframe.
1. If the Contractor is unable to return the Solid Waste Equipment to the ADC location within the four (4) hour timeframe for any reason, the Contractor **shall** immediately contact a designated ADC staff, via phone and/or electronic means (fax or email) and **shall** supply a temporary container or other suitable Solid Waste receptacle as instructed by ADC.
- F. If the Contractor is unable to complete scheduled pick-up of Solid Waste at an ADC location as specified herein, the Contractor **shall** notify ADC via phone call or electronic means (fax or email) to schedule a new date and time to complete the Solid Waste Disposal service with ADC having the final approval of the new date and time. ADC contact information will be provided upon award.
- G. Upon contract award and within three (3) Business Days, if personnel changes during the contract duration, the Contractor **shall** identify a primary company contact for each ADC location who will be ADC's primary contact. The Contractor **shall** provide a contact number, an after-hours contact number, as well as an email address for the primary contact person.

- H. ADC will notify the Contractor if additional, unscheduled pick-ups are required. If so notified, the Contractor **shall** provide Solid Waste Disposal services within forty-eight (48) hours of receipt of notification from ADC.
- I. The contractor **shall** replace rented Solid Waste Disposal equipment as requested by ADC.

2.5 **SOLID WASTE EQUIPMENT**

- A. Rented Solid Waste Equipment specified in this IFB **must** be compatible with the electric supply already in place at the ADC location for the existing equipment, as applicable.
- B. The contractor **shall** supply rented Solid Waste Equipment which **must** comply with All American National Standards Institute (ANSI) Z 245.5 safety standards and at a minimum be equipped with the following features:
 - 1. Low Oil Sensor shut down
 - 2. Full container light / notification
 - 3. Multi-cycle timer
 - 4. National Electrical Manufacturers Association (NEMA) 4 power box control panel to protect controls
 - 5. Pressure Gauge
 - 6. Fluid Level and Temperature Gauge
 - 7. Oil Heater
- C. The Contractor(s) **shall** make all electrical connections and **shall** perform other actions necessary to make the equipment operational at the time of installation.
- D. The Contractor **shall not** change or move any rented Solid Waste Equipment without express written permission from ADC.
- E. Cardboard baler(s) **must** be vertical loading baler(s), designed to handle old corrugated cardboard for recycling.
- F. Compaction containers **must** be fully enclosed and animal proof.
- G. Contractor **shall** replace the seal(s) on applicable rented Solid Waste equipment as needed to prevent leaks and spills.
- H. Contractor **shall** maintain all safety features including but not limited to the ratchet locking mechanism.
- I. Contractor(s) **shall** provide Solid Waste equipment as specified herein that is assembled, adjusted, and ready for continuous operation at the time of delivery.
- J. Contractor(s) **shall** provide Solid Waste equipment that is mechanically and environmentally safe to operate, clean, and free of debris.
- K. The Contractor(s) **shall** remove debris within the immediate vicinity of the Solid Waste equipment location upon providing Solid Waste Disposal service.
- L. Contractor **shall** remove and transport Solid Waste in a manner that prevents littering in the immediate areas surrounding the Solid Waste collection sites while leaving ADC locations or enroute to the Solid Waste to Disposal Site(s).
- M. The Contractor **shall** place the Solid Waste equipment in a specific location, identified by ADC, and service the equipment as needed to maintain safe, smooth operation.

2.6 ADC Location Specific Requirements

The Contractor **shall** provide Solid Waste Equipment and Waste Disposal services as specified herein to each ADC location.

1. ADC TRAINING ACADEMY

1500 NE First Street
 England, AR 72046
 ADC Contact: Traci Massery
 Unit Phone: 501-842-8580

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
8/27/2019	10/01/2019	10/14/19	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Roll Off Container	Open Top, with leak proof liner	20 Yard Capacity	1
* When contacted by the ADC Training Academy, the Contractor shall provide removal, transport, and Disposal services. Historically calls averaged 15 (fifteen) times over a twelve (12) month period.			

2. BENTON UNIT

6701 Highway 67
 Benton, AR 72015
 ADC Contact: Business Manager
 Unit Phone: 501-860-0860

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
8/27/2019	10/01/219	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Roll Off Container	Open Top, with leak proof liner	34 Yard Capacity	1
* The Contractor shall provide removal, transport, and Disposal services on Wednesdays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			

3. CUMMINS UNIT

Highway 388
 Grady, AR 71644
 ADC Contact: Business Manager
 Unit Phone: 870-850-8767

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
07/30/2019	10/01/2019	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Enclosed Collection	42 Yard Capacity	1
* The Contractor shall provide removal, transport, and Disposal services on Wednesdays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			
Compaction Container	Enclosed Collection	40 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Tuesdays and Fridays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			
Roll Off Container	Open Top, with Leak Proof Liner	20 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on a once a month on the last Wednesday of the month, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			
Cardboard Baler	Vertical	50 Cubic Feet	1
*The Contractor shall not provide pick-up for the Cardboard Baler.			

4. DELTA REGIONAL UNIT

880 East Gaines Street
 Dermott, AR 71638
 ADC Contact: Business Manager
 Unit Phone: 870-538-2000

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
9/30/2019	10/01/2019	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Stationary Compactor	Top Loading, with Leak Proof Liner	2-yard Charge Box	1
Compaction Container Receiver	Enclosed Collection	30 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Tuesdays and Fridays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			
Cardboard Baler	Vertical	50 Cubic Feet	1
*The Contractor shall not provide pick-up for the Cardboard Baler.			

5. EAST ARKANSAS REGIONAL UNIT

326 Lee Road 601
 Brickeys, AR 72320
 ADC Contact: Business Manager
 Unit Phone: 870-295-4700

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
10/31/2019	10/01/2019	11/1/2019	23
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Enclosed Collection	40 Yard Capacity	1
Compaction Container	Open Top, with leak proof liner	20 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Monday and Thursday of each week, between the hours of 8:00 a.m. and 1:00 p.m. Central Time.			
Cardboard Baler	Vertical	50 Cubic Feet	1
*The Contractor shall not provide pick-up for the Cardboard Baler.			

6. GRIMES UNIT

300 Corrections Drive
 Newport, AR 72112
 ADC Contact: Business Manager
 Unit Phone: 870-512-2173

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
01/22/2020	10/01/2019	01/23/2020	20
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Open Top, with leak proof liner	30 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Mondays and Thursdays of each week, before 9:00 a.m. Central Time.			

7. OUACHITA RIVER UNIT

100 Walco Ln
 Malvern, AR 72104
 ADC Contact: Business Manager
 Unit Phone: 501-467-3400

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
N/A	10/1/2019	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Cardboard Baler	Vertical	50 Cubic Feet	1
*The Contractor shall not provide pick-up for the Cardboard Baler.			
Stationary Compactor	Top Loading, with Leak Proof Liner	3-yard Charge Box	1
Compaction Container Receiver	Enclosed Collection	40 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Mondays and Thursdays of each week, between the hours of 7:00 a.m. and 11:00 a.m. Central Time.			

8. MCPHERSON UNIT

302 Corrections Drive
 Newport, AR 72112
 ADC Contact: Business Manager
 Unit Phone: 870-217-0020

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
01/22/2020	10/01/219	01/23/2020	20
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Open Top, with Leak Proof Liner	30 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Mondays and Thursdays of each week, before 9:00 a.m. Central Time.			

9. NORTH CENTRAL UNIT

10 Prison Circle
 Calico Rock, AR 72519
 ADC Contact: Business Manager
 Unit Phone: 870-297-3326

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
11/30/2019	10/01/19	12/1/19	22
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Open Top, with Leak Proof Liner	34 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Thursdays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			
Cardboard Baler	Vertical	50 Cubic Feet	1
*The Contractor shall not provide pick-up for the Cardboard Baler.			

10. MAXIMUM SECURITY UNIT

2501 State Farm Road
 Tucker, AR 72168
 ADC Contact: Business Manager
 Unit Phone: 870-842-3800

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
08/27/2019	10/01/2019	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Open Top, with Leak Proof Liner	30 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Mondays and Thursdays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			

11. TUCKER UNIT

2400 State Farm Road
 Tucker, AR 72168
 ADC Contact: Business Manager
 Unit Phone: 870-842-2519

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
08/27/2019	10/01/2019	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Open Top, with Leak Proof Liner	40 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Mondays and Thursdays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			
Cardboard Baler	Vertical	50 Cubic Feet	1
*The Contractor shall not provide pick-up for the Cardboard Baler.			

12. VARNER UNIT

Highway 388
 Grady, AR 71644
 ADC Contact: Business Manager
 Unit Phone: 870-575-1949

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
07/30/2019	10/01/2019	10/14/2019	12
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Enclosed Collection	40 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Tuesdays and Fridays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			
Cardboard Baler	Vertical	50 Cubic Feet	1
*The Contractor shall not provide pick-up for the Cardboard Baler.			
Compaction Container	Open Top, with Leak Proof Liner	40 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Wednesdays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			

13. VARNER UNIT - 8 CAMP

245 Chesapeake Road
 Gould, AR 71643-9626
 ADC Contact: Varner Unit Business Manager
 Unit Phone: 870-575-1949

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
N/A	10/01/2019	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Compaction Container	Top Loading, with Leak Proof Liner	30 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Wednesdays of each week, between the hours of 6:00 a.m. and 11:00 a.m. Central Time.			

14. WRIGHTSVILLE UNIT

8400 Highway 386
 Wrightsville, AR 72183
 ADC Contact: Business Manager
 Unit Phone: 501-897-2860

CURRENT EXPIRATION	NEW CONTRACT START DATE	ESTIMATED NEW SERVICE START DATE	MONTHS OF SERVICE DURING INITIAL TERM
4/30/2019	10/01/2019	10/14/2019	24
REQUIRED EQUIPMENT	DESCRIPTION	SIZE	UNITS
Stationary Compactor	Top Loading, with Leak Proof Liner	2-yard Charge Box	1
Compaction Container Receiver	Enclosed Collection	40 Yard Capacity	1
*The Contractor shall provide removal, transport, and Disposal services on Mondays and Fridays of each week, between the hours of 7:00 a.m. and 11:00 a.m. Central Time.			

2.7 SECURITY REQUIREMENTS

- A. Contractor's personnel shall have a State-issued picture identification on their person upon entering an ADC location. Contractor's personnel shall present identification to ADC security personnel prior to entering an ADC location, if requested by ADC.
- B. Contractor's personnel shall wear company issued uniforms while onsite at an ADC location.
- C. Contractor shall allow ADC security personnel to search Contractor's vehicles before entry into or departure from any ADC location.
- D. Contractor shall have all occupants remain in the vehicle once inside the ADC location and until reaching the area whereby Waste Disposal Service is to be provided. Once service is complete, Contractor's personnel shall remain in the vehicle until leaving the ADC location or area under ADC control.
- E. Contractor's personnel shall sign in and sign out of ADC locations or other areas under ADC control, if requested by ADC.

F. Contractor(s) **shall** adhere to ADC security protocol and procedures as instructed by ADC.

2.8 **MAINTENANCE REQUIREMENTS**

- A. The Contractor **shall** perform standard maintenance, preventative maintenance, and all repairs that may be required to maintain the proper and efficient operation of all rented Solid Waste equipment.
- B. Upon contract award, the Contractor **shall** provide a toll-free assistance number answered by English speaking, technically knowledgeable personnel. Contractor **shall** provide assistance to ADC via the toll-free number Monday through Friday from 8:00am to 4:30pm Central Time regarding such topics as:
1. Minor maintenance issues
 2. Scheduling of needed maintenance/repair
 3. Other inquires as needed

2.9 **INVOICES**

- A. The Contractor **shall** submit a monthly invoice to ADC concerning the Solid Waste Disposal services provided by the contractor to a specific ADC location. At a minimum, the Contractor **shall** include the following information on the invoice:
1. The name of the ADC location
 2. The month being reported
 3. The number of pick-ups during the month
 4. The number of unscheduled pick-ups during the month
 5. Tonnage of each pick-up

2.10 **IMPLEMENTATION**

- A. Within fourteen (14) calendar days prior to the Service Start Date, the Prospective Contractor **shall** perform all actions necessary to begin providing the ADC location with Waste Disposal Services on the Service Start Date. Such actions may include but are not limited to:
1. Coordinating with ADC as needed to install the Solid Waste Disposal equipment at an ADC location.
 2. Staging Solid Waste Disposal equipment as requested by ADC.
 3. Performing all necessary tests or inspections to confirm the Solid Waste Disposal equipment functions properly.
 4. Performing maintenance or repairs on malfunctioning Solid Waste Disposal equipment as needed.
 5. Providing ADC with routine maintenance schedules.
 6. Scheduling Contractor's personnel to the ADC route.
 7. Reviewing security Requirements, protocol, and procedures with ADC.
 8. Coordinating with the outgoing Contractor as is reasonably achievable in order to provide ADC with a smooth transition and continuous Solid Waste Disposal Services.
- B. The Service Start Date will vary per ADC location. As such, the start of the Implementation Period will also vary per ADC location. The Contractor **shall** contact ADC no later than fourteen (14) calendar days prior to the estimated Service Start Date as specified herein for the specific ADC location(s) to which the Contractor was awarded a contract in order to begin coordinating necessary Implementation Period activities.

- C. The Contractor **shall** begin providing Solid Waste Disposal Services to ADC on the Services Start Date, or as otherwise requested by ADC, who has the final determination of the Services Start Date.
- D. ADC will provide the Contractor with contact information upon contract award.

2.11 OPTIONAL SITE VISIT

- A. Prospective Contractors will have the opportunity to participate in one (1) optional site visit at each ADC location. No more than two (2) representatives from each Prospective Contractor will be allowed to attend the site visit. For scheduling purposes, the Prospective Contractor may send different representatives to each site visit. Site visits will be held at the following locations. If Prospective Contractor(s) chooses to participate in one optional site visit at each ADC location, they **must** contact Flora Johnson from ADC, flora.johnson@arkansas.gov to schedule a time for a site visit.

LOCATION	ADDRESS
ADC Training Academy	1500 NE 1 st Street England, AR 72046
Benton Unit	6701 Highway 67 Benton, AR 72015
Cummins Unit	Highway 388 Grady, AR 71644
Delta Regional Unit	880 East Gaines Street Dermott, AR 71638
East AR Regional Unit	326 Lee Road 601 Brickeys, AR 72320
Grimes Unit	300 Corrections Drive Newport, AR 72112
McPherson Unit	302 Corrections Drive Newport, AR 72112
North Central Unit	10 Prison Circle Calico Rock, AR 72519
Maximum Security Unit	2501 State Farm Road Tucker, AR 72168
Tucker Unit	2400 State Farm Road Tucker, AR 72168
Varner Unit	Highway 388 Grady, AR 71644
Varner Unit - Camp 8	245 Chesapeake Road Gould, AR 71643
Wrightsville Unit	8400 Highway 386 Wrightsville, AR 72183
Ouachita River Unit	100 Walco Lane, Malvern, AR 72104

- B. Prospective Contractor's representatives attending the optional site visits **shall** provide a State issued picture identification prior to entry into any ADC locations or areas under ADC control.
- C. Should the Prospective Contractor's representatives arrive at an ADC location after the scheduled start time of the site visit as stated herein, the Prospective Contractor's representatives **shall not** be permitted to participate in the walkthrough or enter ADC locations.
- D. Prospective Contractor(s) **shall** assemble at the designated area of each ADC location and **shall** follow the instructions of ADC personnel regarding how to proceed.
- E. Prospective Contractor(s) **shall** sign in as required by ADC, which may include signature on a visitor form and Site Visit Form.
- F. During the visit, Prospective Contractors **shall** follow ADC's security procedures as instructed by ADC.
- G. The Prospective Contractor(s) or their representatives present and participating in the optional site visit will be given the opportunity to ask questions during the site visit.
 - 1. Although answers will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses by ADC representatives to any question posed at the optional site visit will become part of any contract resulting from this solicitation unless the oral response provided is reduced to writing and attached as an addendum to this IFB.

2.12 TRANSITION UPON CONTRACT EXPIRATION OR TERMINATION

- A. Upon Contract Termination or Expiration, the Contractor **shall** coordinate with ADC and the new contractor as needed to provide ADC with a smooth transition and continuous Solid Waste Disposal Services.
- B. In a timeframe requested by ADC, the Contractor **shall** remove Contractor's Solid Waste Disposal rented equipment from applicable ADC locations.
- C. The Contractor **shall** leave all ADC locations clean and free of debris and other hazards and nuisances.

2.13 DELIVERY: FOB DESTINATION

- A. The agency requests delivery of rented Solid Waste equipment by the Services Start Date which varies per ADC location or within thirty (30) calendar days of request for replacement equipment. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the equipment in ADC's designated location. Failure to state the alternate delivery time obligates the Contractor to complete delivery by ADC's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All equipment deliveries and pick-ups **must** be made on Business Days and within the agreed upon number of days unless otherwise arranged and coordinated with ADC. The Contractor **shall** give ADC immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by ADC, is the Contractor's responsibility.
- D. The Contractor **shall** provide equipment delivery and pick-up to the ADC locations specified herein via FOB Destination as applicable.

2.14 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

2.15 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

PERFORMANCE STANDARDS

CRITERIA	STANDARD	DAMAGES
Scheduled Service Times	Contractor provides removal, transportation, and Disposal of Solid Waste to ADC locations during the days and times specified in the IFB.	<ul style="list-style-type: none"> • 5% deducted from monthly invoice for each missed or rescheduled Solid Waste Disposal Service during the month.
Compliance	Contractor complies with all applicable Environmental Protection Agency (EPA), Arkansas Department of Pollution Control and Ecology (APC&E), Department of Transportation (DOT), and Arkansas State Highway and Transportation Department (ARDOT) rules and regulations regarding transportation and disposing of Solid Waste pays all fines assessed.	<ul style="list-style-type: none"> • \$100 credit to monthly invoice for each instance during the month whereby the contractor fails to comply with applicable rules and regulations as stated in the IFB. • Possible termination of Contract
Primary Contact	Contractor will provide the name and contact information of a representative for each location in the event of service or account billing questions. Contractor has three (3) business days to address concerns or issues at each location.	<ul style="list-style-type: none"> • Possible termination of Contract. • Failure to notify ADC could result in a below standard on the Vendor Performance Report.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

- **Do not provide responses to items in this section.**

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Correction
Attention: Accounts Payable
P.O. Box 6408
Pine Bluff, AR 71611-6408

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

3.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 **CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.

- D. OSP has the right to approve or deny the request.

3.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 **CONTRACT INTERPRETATION**

Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State is final and controlling.

3.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the Prospective Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the Prospective Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
25. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.