



State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL

IFB Number: SP-15-0048	Buyer: Carrie McDaniel
Commodity: LANDFILL LEACHATE MANAGEMENT Agency: ARKANSAS DEPT OF ENVIRONMENTAL QUALITY	Bid Opening Date: December 3, 2014
Date Issued: November 12, 2014	Bid Opening Time: 1:00 P.M. Central Time

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF RFP OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFP. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for RFP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	RFP OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____
 Name (type or print): _____ Title: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Telephone Number: _____ Fax Number: _____
 E-Mail Address: _____
 Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Business Designation (check one): Individual Sole Proprietorship Public Service Corp
 Partnership Corporation Government/Nonprofit

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000694625

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority- owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American___ Hispanic American___ American Indian___ Asian American___
Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number_____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity (EO) Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

4. **ALTERATION OF ORIGINAL RFP DOCUMENTS:** The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

5. **REQUIREMENT OF AMENDMENT:** THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFP solicitation documents. Proposal documents received at the Office of State Procurement after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which proposal the submission is intended.

7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In signing and submitting his proposal, a bidder agrees that any additional terms or conditions whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

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8. ANTICIPATION TO AWARD: After complete evaluation of the proposal, the anticipated award will be posted on the Office of State Procurement website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php .

9. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

10. VISA ACCEPTANCE: Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Bidders should complete the Disclosure Forms posted with this RFP.

12. CURRENCY: All proposal pricing must be United States dollars and cents.

13. LANGUAGE: Proposals will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION**1.1 INTRODUCTION**

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Environmental Quality (ADEQ). The Arkansas Department of Environmental Quality (ADEQ) is a cabinet-level agency headed by a director and staffed by a number of full-time personnel responsible for administering environmental programs under the jurisdiction of the Arkansas Pollution Control and Ecology Commission (PCEC). The Department is responsible for the day-to-day administration of the Commission's regulations for a variety of environmental programs. The Department's regulatory programs, including the divisions of Water Pollution Control, Air Pollution Control, Solid Waste Disposal, Surface Mining, Hazardous Waste Disposal, and Regulated Storage Tanks, monitor ambient environmental conditions, issue permits for various regulated activities, monitor and inspect permitted activities and other activities related to the Department's programs. The Department also takes enforcement action for violations of state law, regulations, or permit conditions. The Department's regulatory divisions have been delegated or approved, by the US Environmental Protection Agency (EPA) and other Federal agencies, with authority to administer many federal environmental programs within Arkansas.

The Solid Waste Management Division (SWMD) is responsible for regulating the management and disposal of solid waste. The Solid Waste Management Division is organized into three branches: The Enforcement Branch, The Programs Branch, and the Technical Branch.

OBJECTIVE

The Arkansas Department of Environmental Quality is seeking responses from qualified environmental companies interested in performing technical field services of leachate management at the North Arkansas Board of Regional Sanitation (also known as NABORS Landfill) Class 1 landfill located in Baxter County, Arkansas. These technical field services will consist of maintaining the existing leachate collection system until a final closure can be constructed. Responses received associated with this RFP will be used to screen prospective companies. OSP will select a company considered the best qualified and capable of performing the work. Companies must have and maintain current license for landfill operations. The initial term of the contract will be for one year, and may be, if determined to be in the best interest of the State and mutually agreed to by the agency and the contractor, extended six (6) times for a period of one year or a portion thereof.

In submitting a document in accordance with this RFP, if awarded the contract for this work, the contractor agrees to procure all permits, licenses, and certificates that may be required of the contractor and any subcontractor by law for the execution of the work. Have adequate financial resources for performance, adequate liability insurance, experience, organization, technical qualifications, equipment, and facilities or a firm commitment, arrangement, or ability to obtain such (including proposed sub-agreements) for the execution of the Work. The contractor shall remain in compliance with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of the work. The contractor will be responsible for contacting utility companies and verifying existence of cables, gas mains, or other utilities, above ground and underground.

1.2 ISSUING AGENCY

This RFP is issued by the Office of State Procurement (OSP) for the Arkansas Department of Environmental Quality (ADEQ). The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer, Carrie McDaniel at 501-324-9322 or email carrie.mcdaniel@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

1. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
2. Vendor(s) must submit 1 (one) signed original technical proposal on or before the date specified on page one of this RFP.
3. Vendor(s) must also submit 1 (one) original "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CD. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.**

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4. The vendor(s) should submit five (5) complete copies (marked copy) of the RFP technical proposal response, and five (5) electronic versions of the technical proposal response, preferably in MS Word/Excel format, on CD or flash drive.
5. The vendor(s) should submit one (1) electronic version of the "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CD. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.**
6. Failure to submit the required number of copies with the proposal may be cause for rejection.
7. If the Office of State Procurement requests additional copies of the proposal, they must be delivered within twenty-four (24) hours of request.
8. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract must have signed the proposal.
9. All official documents and correspondence shall be included as part of the resultant contract.
10. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
 - b. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - c. Failure to supply vendor references.
 - d. Failure to sign an Official RFP Document.
 - e. **Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.**
 - f. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
 - g. Failure of any proposed service to meet or exceed the specifications.

1.4 RFP FORMAT

Any statement in this document that contains the word "**must**" or "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor(s) must identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

The contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional (one year terms) or a portion thereof. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices shall be forwarded to:

Arkansas Department of Environmental Quality
Attention: Bryan Leamons, P.E.
5301 Northshore
N. Little Rock, AR 72118

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the contractor has successfully satisfied the Arkansas Department of Environmental Quality as to the reliability and effectiveness of the service as a whole. Vendors should invoice the Arkansas Department of Environmental Quality by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor must be registered to receive payment and future RFP notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>.

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1.7 RECORD RETENTION

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and specified by the State of Arkansas Law. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' 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.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire proposal will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 CLARIFICATION OF RFP AND QUESTIONS

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions will be accepted until the close of business, November 19, 2014. Submit questions to Carrie McDaniel at Carrie.McDaniel@dfa.arkansas.gov. Bidder(s) questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business, November 24, 2014. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at bidder(s) risk.

1.10 RESERVATION

This RFP does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

1.11 PRIME CONTRACTOR RESPONSIBILITY

Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor must be identified as the prime contractor in each proposal. The prime contractor will be responsible for the contract and will be the sole point of contact with regard to services.

If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical proposal response.

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official.

The contractor shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.12 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To continue a contract once the equipment has been repossessed.
 - d. To conduct litigation in a place other than Pulaski County, Arkansas.
 - e. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:

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- i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of deinstallation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
- a. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

1.13 CONDITIONS OF CONTRACT

The successful vendor(s) shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall 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 successful bidder.

1.14 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-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 vendor is required to retain total liability for (equipment, software and technical and business or operations literature). At no time will the State be responsible for or accept liability for any vendor-owned items.

The Contractor's liability for damages to the State shall be limited to the value of the Contract or (\$10,000,000), whichever is higher. The foregoing limitation of liability shall 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. Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall 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.

Nothing in these terms and conditions shall 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, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly.

1.15 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.16 PUBLICITY

News release(s) by a vendor(s) pertaining to this RFP or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is complete.

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1.17 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the bidder(s) certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.

If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidder(s) shall understand that this paragraph may be used as a basis for litigation.

1.18 VENDOR REFERENCES

Vendors must supply, with the proposal, at least three (3) reference accounts including persons to contact, email and/or telephone numbers located in the United States as proposed under this RFP.

1.19 COST

All charges must be included on the Official Proposal Price Sheet and shall be included in the costing evaluation. To allow time to evaluate proposals prices must be valid for thirty (30) days following RFP opening. **Bidder(s) must include ALL pricing information on the Official Price Proposal Sheet ONLY and must clearly mark said page(s) as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the technical proposal.**

NOTE:

- 1) The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation will be borne by the bidder.
- 3) Official Proposal Price Sheets may be reproduced as needed.
- 4) Vendor(s) may expand items to identify all proposed services. **A separate listing, which must include pricing, may be submitted with the "Official Proposal Price Sheet" ONLY.**

1.20 CONFIDENTIALITY

The vendor shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.21 NEGOTIATIONS

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

1.22 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

1.23 SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATES</u>
RFP Issue Date	November 12, 2014
Written vendor questions due	November 19, 2014
*Answers to vendor questions posted	November 24, 2014
Proposal Opening	As listed on page 1
*Completion of proposal evaluation	December 10, 2014
*Anticipation to Award posted	December 12, 2014

*dates are estimated

1.24 PRICE INCREASES/DECREASES

At time of renewal, the awarded vendor will be required to substantiate any price increases to the Office of State Procurement prior to passing on these increases to the agency. Price decreases must be offered as they become available during the term of the contract.

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1.25 FORCE MAJEURE

The contractor will not be liable for any excess cost to the State of Arkansas if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE OF WORK

This RFP is specifically for representing ADEQ's interests and providing all personnel, services, equipment, and material to complete routine leachate management at the inactive NABORS Landfill. With respect to the inactive landfill leachate management, the company shall provide services for maintenance, monitoring, record keeping and reporting as shown, set forth and required in the following regulatory and statutory references.

- (a) Arkansas Pollution Control & Ecology Commission, Regulation 22
- (b) Arkansas Solid Waste Management Act (Arkansas Code Annotated 8-6-201 et. seq.)
- (c) Subtitle D of the Resource Conservation and Recovery Act (RCRA)

Submittals will be accepted only for the entire anticipated scope of work. Any partial work proposals will be rejected without consideration:

2.2 CONTRACTOR REQUIREMENTS

Major requirements to be performed by the company for field services include those activities summarized below.

Contractor's requirements include, but are not limited to the following:

1. Provide site security and access controls to limit unauthorized personnel from entering the site (visit site twice per week – check lock on entrance gate, drive through site looking for unauthorized entrances, and report to ADEQ).
2. Provide all necessary equipment, materials, supplies and labor to maintain access roads to the leachate collection areas and perimeter roads around the landfill units including routine maintenance (i.e., to keep in functional condition). Routine road maintenance shall consist of adding gravel, as necessary, to provide access for all vehicles without such vehicles needing aid or support to traverse the facility.
3. Provide an Arkansas Class 1C Solid Waste Licensed Facility Operator for coordination and managing of all field services.
4. Comply with site safety and OSHA regulations at the landfill.
5. Manage leachate collection, containment and pumping systems to include monitoring, recordkeeping, operation and routine maintenance (i.e., to keep in functional condition).
6. Haul leachate as necessary from the landfill to a permitted, approved treatment or disposal facility.

Any access road, leachate collection, or containment and pumping system repair (i.e., to restore to functional condition) is not part of this solicitation.

2.3 AGENCY REQUIREMENTS

For routine maintenance, a leachate containment and pumping system bid allowance of \$12,000 is set for each annual contract period.

SECTION 3 – PROPOSAL SUBMISSION REQUIREMENTS**PROPOSAL SUBMISSION REQUIREMENTS**

Proposal should be no more than fifty (50) pages.

The Proposal should contain the following information. A page shall consist of one typewritten or graphic representation of standard size 8-1/2 X 11 inch stationery. Double sided print on standard 8-1/2 X 11 inch paper will count as two pages. Maps on 8-1/2 X 11 inch paper may be used but will count the same as one typewritten page. Maps on 11 X 17 inch paper will count as two pages. Other paper sizes and blank filler pages are discouraged. It is not necessary to prepare your response to this solicitation using elaborate brochures and art work, expensive paper and bindings, or other expensive visual presentation aids. At a minimum, proposal should contain:

1. Transmittal Letter

This is to serve only as the document covering transmittal of the Proposal. The letter should provide the name, title, address, and telephone number of the official contact and an alternate. These individuals should be available to be contacted by telephone or attend meetings as may be appropriate. A brief summary of the Proposal may be provided within the body of the letter.

2. Technical Proficiency of the Contractor

This is to demonstrate technical and administrative competence of the Contractor based upon previous experience, different responsibilities for several previous projects, and available facilities and equipment.

a. Project Examples and Case Histories

Project examples will be considered for the number and type of projects and the dollar volume of projects. Judgment will be made on the technical proficiency and approach, uniqueness of solutions to unusual problems, innovative and practical methods or other similar factors, as described in the case histories. A maximum of fifteen (15) projects may be listed.

b. Facilities and Equipment

While it is not necessary that the contractor possess facilities and equipment necessary for all the activities, possession of said equipment and facilities does indicate a working knowledge of the elements, details and constraints related to maintenance services.

3. Experience and Competence**a. Qualifications**

In submitting a Proposal for consideration under this request, Contractor agrees that the personnel resources presented in the Proposal will be available and committed to perform the work described herein and in the forthcoming Contract.

Provide a brief overall description of the qualifications and experiences of the key and other personnel of the company which will be specifically assigned to the project. Experience should demonstrate technical expertise in relevant areas of the individual's respective field. Project leader(s) should have a proven track record in managing similar types of projects. Each individual's expected work time ratio planned for this project must be included. Personnel background relative to the project examples and case histories stated previously should also be provided.

Contractor should note that this contract will require that key personnel have the necessary certifications, registrations and qualifications to indicate top proficiency status in each respective field of expertise. Personnel certifications/registrations should be listed (e.g., but not limited to, landfill operation management, environmental management, field and laboratory QA/QC, hazardous materials management, industrial hygienist, and health and safety).

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b. Staffing Pattern

The number of personnel assigned must be adequate in all areas (i.e., managerial, technical, support labor). Location and availability of personnel should allow for timely response to various irregular events (where applicable and necessary) for observation and recommendations. Home offices of all personnel should be defined.

4. Administration and Management

This portion of the proposal must demonstrate capability to meet various requirements in an effective manner. Submitted information should include specific relevant company experience in environmental field services and include organizational memberships, and company certifications and awards. Contractor's training requirements should also be presented.

a. Project Management

The proposal must demonstrate an ability to manage, coordinate and accomplish field services expeditiously. Regularity of communication through daily logs, and weekly or monthly progress reports reflects management control. Management control will also be defined through identification of work groups or work tasks. Management effectiveness will be reflected by well-coordinated short response time frames. Overall coordination of the project should not entail burdensome management schemes.

Have an adequate financial management system and audit procedures which provide timely, efficient, and effective accountability and control of all property, funds, and assets.

The awarded vendor shall comply with all applicable State and Federal laws relating to landfill maintenance.

b. QA/QC and Safety

Quality Assurance/Quality Control and Safety Procedures and Training Procedures should be briefly summarized, particularly within the context of the vendor's ability to implement quality assurance/quality control procedures.

c. EEO, WBE, MBE, SBE

The vendor must conform to all applicable State and Federal civil rights, equal employment opportunity and labor law requirements.

d. Proof of Insurance and Proof of Class 1C Certification

Prior to award, selected vendor must present proof of insurance coverage as specified in this RFP.

Prior to award, the selected vendor must provide a current copy of their Class 1C Solid Waste Licensed Facility Operator certificate, E9804 Disclosure, EEO Policy and Illegal Immigrant Disclosure Statement and proof of insurance.

5. Field Services Approach

The environmental technical field services approach should demonstrate the vendor's comprehension of the project by presenting the major considerations involved in proposed work activities. Possible and probable problem areas should be discussed. Special experience and technical competence of environmental field service administration should be emphasized.

A detailed approach should outline at a minimum:

- a. Goals and objectives of the proposed work;
- b. Major proposed project considerations
- c. A detailed scope of vendor's services based on the requirements listed in this RFP ;
- d. Project organization and approach; and,
- e. Scheduling.

The vendor's concepts, methodologies and techniques toward achieving the objectives of the proposed project work, within the allotted time frame, should be described.

SECTION 4 – CRITERIA FOR SELECTION

EVALUATION CRITERIA

The evaluation and award process for responses which meet the mandatory requirements and our assessment of vendor responsibility will then be scored and compared. The Arkansas Department of Environmental Quality (ADEQ) Evaluation Committee will evaluate and score the proposals using the criteria and scoring specified in the following table.

CRITERIA	POSSIBLE POINTS
Technical Proficiency a. Project Examples & Case Histories b. Facilities & Equipment a.	25
Experience and Competence a. Qualifications b. Staffing Pattern	15
Administration & Management a. Project Management b. QA/QC and Safety c. EEO, WBE, SBE, MBE d. Proof of Insurance and Proof of Class 1C Certification	15
Field Services Approach	25
Total Possible Points for Technical Proposal	80
A maximum score of 20 points will be awarded in the evaluation of the Cost Proposals	20
Total Possible Points	100

SELECTED CONTRACTOR

OSP will identify the most responsively qualified and cost efficient Contractor. Each Contractor that submitted a Proposal will be notified by OSP concerning the outcome of the review of the Proposals.

If the selected Contractor is, for any reason, determined to be non-responsible or unable to commit to the field services contract, the contract development shall be terminated. OSP will then undertake contract development with the next qualified contractor.

SECTION 5 – EVALUATION OF COST PROPOSALS

COST PROPOSALS

A maximum score of up to 20 points will be awarded based on the cost

PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.

CRITERIA FOR SELECTION

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements and minimum qualifications of this Request for Proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. Any proposal that is incomplete may be rejected by the State. However, the State may waive minor irregularities. This phase is to be completed by the Office of State Procurement.

The second phase will be based on the evaluation of the technical proposals. An evaluation team appointed by the Arkansas Department of Environmental Quality will score the written proposals. The Evaluation Committee will evaluate and score the technical proposals using the criteria specified in Section 4 prior to the opening of the cost proposals.

The third phase will be the awarding of the cost points by the Office of State Procurement. The awarding of points will be determined by the following formula:

$a/b \times c = d$ (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d). The effect of the formula is to insure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price.

OFFICIAL PROPOSAL PRICE SHEET

BID ALL OR NONE

Price must include all fees associated with the services and requirements described in this Request for Proposal.

PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.

This bid is for one (1) calendar year from the date of award. Any cost during the one year period not identified by the bidder but subsequently incurred in order to achieve service **shall** be borne by the bidder.

Item	Description	Unit	Quantity	Extended Cost
1	Field Services	Month	12	\$
2	Leachate Transportation and Disposal	Gallons	2,025,000	\$
			GRAND TOTAL ALL ITEMS	\$

STATE OF ARKANSAS
REQUEST FOR PROPOSAL

STANDARD TERMS & CONDITIONS

GENERAL: Any special terms and conditions included in the Request for Proposals override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

ACCEPTANCE AND REJECTION: The State reserves 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.

PROPOSAL SUBMISSION: Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.

QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. 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.

BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the Request for Proposals 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this Request for Proposals. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the request.

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 Request for Proposals. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

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 bidder.

AMENDMENTS: The proposal cannot be altered or amended after the bid opening except as permitted by regulation.

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.

STATE OF ARKANSAS
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AWARD: Term Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

LENGTH OF CONTRACT: The Request for Proposals will show the period of time the term contract will be in effect.

DELIVERY ON FIRM CONTRACTS: The Request for Proposals will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

STORAGE: The ordering agency is responsible for storage if the successful vendor delivers within the time required and the agency cannot accept delivery.

DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 successful vendor. The successful vendor 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 bidders list or suspension of eligibility for award.

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.

INVOICING: The successful vendor 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 Request for Proposals, (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.

STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the successful vendor hereunder or in contemplation hereof or developed by the successful vendor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the successful vendor's expense to the F.O.B. point properly identifying what is being returned.

PATENTS OR COPYRIGHTS: The successful vendor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

ASSIGNMENT: Any contract entered into pursuant to this Request for Proposals is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

OTHER REMEDIES: In addition to the remedies outlined herein, the successful vendor and the State have the right to pursue any other remedy permitted by law or in equity.

LACK OF FUNDS: The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the successful vendor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the successful vendor may file a claim with the Arkansas Claims Commission. If the successful vendor has provided services and there are no longer funds legally available to pay for the services, the successful vendor may file a claim.

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DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder to comply with the statute, the rules and regulations promulgated there under 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

CONTINGENT FEE: The bidder 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 bidder for the purpose of securing business.

ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this Request for Proposals, the bidder named on the front of this Request for Proposals, 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.

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 successful vendor, 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.