



BENTON COUNTY WASTE DISPOSAL AT SPECIAL WASTE DROP-OFF REQUEST FOR BID

RFB Issue/Ad Date(s): May 1, 2022

RFB Issuing Office: Benton County Government

**Properties
Representative:** Shannon Maki

Office Phone: 479-464-6168

Fax: 479-271-1748

E-mail: shannon.maki@bentoncountyar.gov

**USPS Mail Address:
(or hand-deliver)** Benton County Administration Building
Properties Office
215 E. Central Ave., Ste. 304
Bentonville, AR 72712
Attention: Shannon Maki

Bids Due / Deadline: May 10, 2022 @ 2:00 pm local time

Bid Opening via Zoom: <https://us02web.zoom.us/j/87986772410?pwd=bkt6enBXaU15NHhhYlJjMG83N3pJZz09>

Meeting ID: 879 8677 2410

Passcode: 530334

Pursuant to Arkansas Code Annotated §22-9-203 Benton County encourages all qualified small, minority, and women-owned businesses to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women-owned businesses.

RFB's shall be submitted in sealed envelopes labeled **2022 Waste Disposal at Special Waste Drop-Off Bid** with the name and address of the Bidder.

RFB's shall be submitted in accordance with the attached Benton County specifications and RFB documents attached hereto. Each Bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

Benton County RFB
2022 Waste Disposal at Special Waste Drop-Off Bid
Advertisement

Benton County, Arkansas is requesting bids for Waste Disposal at Convenience Centers. To be considered, bid must be received at the Benton County Administration Building, 215 East Central, Ste. 304, Bentonville, Arkansas 72712 before May 10, 2022 at 2:00 pm local time. (See bid packet for Zoom Link).

Forms and addendums can be downloaded from the County's web site at <https://bentoncountyar.gov/accounting/open-bids/>. All questions regarding the qualification process should be directed to Shannon Maki at Shannon.Maki@bentoncountyar.gov or by telephone at 479-271-1002 x1933. All questions regarding specifications should be directed to Teresa Sidwell @ 479-271-1083 or via email at Teresa.Sidwell@bentoncountyar.gov.

Bids submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 Benton County encourages all qualified small, minority and women-owned businesses to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women-owned businesses.

Benton County reserves the right to reject any and all bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of Benton County for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against Benton County because of such rejections. The filing of any bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

The cost of this publication was \$120.08 paid for by Benton County using Benton County General Funds.

Ad Date: May 1, 2022

Benton County RFB
2022 Waste Disposal at Special Waste Drop-Off Bid
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1. SUBMISSION OF A BID:

- A. Please submit (1) electronically (CD or USB flash drive) in addition to one (1) hard copy. Please submit your documents on a properly labeled CD or USB flash drive. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to County employees.
- B. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded by the Benton County. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- C. Bidders shall submit a bid based on documentation published by Benton County.
- D. Bids shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central, Room 304, Bentonville, Arkansas 72712. The name, address of the firm and RFB name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- E. Bids must follow the format of the RFB. Bidders should structure their responses to follow the sequence of the RFB.
- F. Bidders shall have experience in work of the same or similar nature, and must provide references that will satisfy Benton County. Bidder may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.
- G. Bidder is advised that exceptions to any of the terms contained in this RFB must be identified in its response to the RFB. Failure to do so may lead the County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- H. Bids will need to be received by May 10, 2022 @ 2:00 pm local time

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the County Properties office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFB made or given prior to the award of the contract.

3. RIGHTS OF BENTON COUNTY IN REQUEST FOR BID PROCESS:

In addition to all other rights of Benton County, under state law, the County specifically reserves the following:

- A. Benton County reserves the right to rank firms and negotiate with the highest-ranking firm.
- B. Benton County reserves the right to select the bid that it believes will serve the best interest of the County.
- C. Benton County reserves the right to accept or reject any and all bids.
- D. Benton County reserves the right to cancel the entire request for bid.
- E. Benton County reserves the right to remedy or waive technical or immaterial errors in the request for bid or in bids submitted.
- F. Benton County reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the bid.
- G. Benton County reserves the right to make selection of the Bidder to perform the services required on the basis of the original bid without negotiation.

4. EVALUATION CRITERIA:

The evaluation criteria define the parameters that will be used by the selection committee to evaluate and score responsive, responsible and qualified bids. The different evaluation parameters are shown in the chart below:

Item No.	Parameter
1	Specialized experience and technical competence of the firm with respect to the type of professional services required.
2	Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project.
3	Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines.
4	Firm's proximity to and familiarity with the area in which the project is located.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne solely by the Bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Bidder(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- A. The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated §14-14-1202.
- B. The Bidder shall promptly notify Benton County in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Bidder may undertake and request an opinion to the County as to whether the association, interest or circumstance would, in the opinion of the County; constitute a conflict of interest if entered into by the Bidder. The County agrees to communicate with the Bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF BID:

A bid may be withdrawn at any time.

9. LATE BID OR MODIFICATIONS:

- A. Bid and modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County will not be responsible for misdirected bids. Bidders should contact the County Properties office at (479) 464-6168 to ensure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Bentonville, Arkansas on the date listed. All bids shall be received in the County Properties office BEFORE the stated deadline.

10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

- A. The laws of the State of Arkansas apply to any purchase made under this request for bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- B. Pursuant to Arkansas Code Annotated §22-9-203 Benton County encourages all qualified small, minority and women-owned businesses to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women-owned businesses.

11. COLLUSION:

The Bidder, by affixing his or her signature to this bid, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

- A. Benton County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor.
- B. Freedom of Information Act: County contracts and documents prepared while performing County contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to Benton County, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (§A.C.A. 25-19-101). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- C. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. COUNTY INDEMNIFICATION:

- A. Due to the County statutory tort immunity, it doesn't carry liability insurance for such claims. Accordingly, any contract entered into with the successful bidder/candidate may not include a clause in which the County agrees that it or its' officials or employees will indemnify the other party.
- B. The successful Bidder(s) agrees to indemnify the County and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Bidders prior to submitting a bid on this requirement.

15. PAYMENT AND INVOICING:

The Bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFB. Further, the successful Bidder is responsible for immediately notifying the County Properties office of any company name change, which would cause invoicing to change from the name used at the time of the original RFB.

16. CANCELLATION:

- A. The County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Benton County.
- C. In addition to all other legal remedies available to Benton County, the County reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by Benton County.
- D. Any contract entered into with a successful bidder/candidate extending beyond the current budget year the County (which is the calendar year) is subject to non-appropriation. Accordingly, any contract entered into by the County must provide that in the event no funds or insufficient funds are appropriated for the continuation of the contract, the contract will end as of the last day for which funds were appropriated without penalty to the county.

17. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- A. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the County. If a Bidder intends to subcontract a portion of this work, the Bidder shall disclose such intent in the bid submitted as a result of this RFB.
- B. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

18. NON-EXCLUSIVE CONTRACT:

Award of this RFB shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

19. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this RFB from the Bidder. When approved by the County as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

20. SERVICES AGREEMENT OR CONTRACT:

A written agreement/contract, incorporating information from this bid, will be prepared by the Bidder, signed by the successful Bidder and presented to Benton County for approval and signature of the County Judge.

21. INTEGRITY OF REQUEST FOR BID DOCUMENTS:

Bidders shall use the original RFB form(s) provided by the County Properties office and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the RFB form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. **Any modifications or alterations to the original RFB documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of such RFB response.** Any such modifications or alterations a Bidder wishes to propose shall be clearly stated in the Bidder's RFB response and presented in the form of an addendum to the original RFB documents.

22. OTHER GENERAL CONDITIONS:

- A. Bidder must provide the County with their bids signed by an employee having legal authority to submit bids on behalf of the Bidder. The entire cost of preparing and providing responses shall be borne by the Bidder.
- B. The County reserves the right to request any additional information it deems necessary from any or all Bidders after the submission deadline.
- C. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the County to pay for any costs incurred by Bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this request for bid is at the Bidder's own risk and expense as a cost of doing business. The County shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the bid is accepted.
- D. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.
- E. Any uncertainties shall be brought to the attention of Ms. Shannon Maki immediately via telephone (479) 464-6168 or by e-mail at Shannon.Maki@bentoncountyar.gov. It is the intent and goal of Benton County to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bid terms.
- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Ms. Shannon Maki, Benton County, via e-mail at Shannon.Maki@bentoncountyar.gov or telephone at (479) 464-6168. No oral interpretation or clarifications will be given as to the meaning of any part of this request for bid. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- G. At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Bidder shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the

Bidder's company empowered with the right to bind and negotiate on behalf of the Bidder for the amounts and terms proposed.

- H. Any information provided herein is intended to assist the Bidder in the preparation of bid necessary to properly respond to this RFB. The RFB is designed to provide qualified Bidders with sufficient basic information to submit bids meeting specifications and/or test requirements, but is not intended to limit a RFB's content or exclude any relevant or essential data.
- I. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Bidder hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- J. The successful Bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Benton County. In case the successful Bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- K. The successful Bidder's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to Benton County.
- L. All Benton County properties are tobacco-free zones. Bidder, contractor(s), subcontractor(s) and all hired staff – whether part time or full time – shall abide by County rules. County Property includes interior of County buildings, exterior yards, lawns, parking lots, and picnic areas.
- M. All charges **should** be included on the Official Bid Sheet(s) which includes all associated costs (including but not limited to delivery, freight, **tax**, etc.) for the goods or services being bid.

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2022 Waste Disposal at Special Waste Drop-Off Bid
Section B: Vendor References

The following information is required from all bidders so all bids may be reviewed and properly evaluated:

Company Name _____
Business Address _____
Number of years in business _____ How long in present location _____
Total number of current employees _____ Full time _____ Part time _____
Number of employees you plan to use to service this contract _____ Full time _____ Part time _____
Does your business qualify as a small _____ minority _____ or women-owned _____ business
Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

- 1 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 2 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 3 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 4 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

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Section C: Statement of Disclosure and Contact information

Bidder must disclose any possible conflict of interest with Benton County, including, but not limited to, any relationship with any Benton County employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any Benton County employee or County elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ **NO KNOWN RELATIONSHIP EXISTS**

_____ **RELATIONSHIP EXISTS (Please explain)**

PRIMARY CONTACT INFORMATION

At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Bidder shall submit to the County a primary contact name, e-mail address, and phone number (preferably a cell phone number) the County Selection Committee can contact for clarification or interview via telephone.**

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone number #1 (cell phone): _____ Secondary Phone#: _____

E-Mail Address: _____

Is the primary contact (listed in part 1) able to legally bind contracts? YES NO (circle one)

If no, please list contact that can legally bind a contract for the firm:

Name: _____

Title: _____

Phone #1 (cell phone): _____ Phone 2: _____

E-Mail Address: _____

SPECIFICATIONS

It is the intent of these specifications to describe in sufficient detail to secure bids on comparable items. Any items not conforming to these specifications will be rejected, and it will be the responsibility of the bidder to conform to the requirements unless deviations have been specifically cited by the bidder and an acceptance made on the basis of the exception.

Background

The Benton County Special Waste Drop-off Program provides for collection of specific types of household solid waste materials from residents of Benton County. The County and the Benton County Regional Solid Waste Management District (the District) have established a partnership for operation and management of the Solid Waste Drop-off Program.

The District provides the on-site management for all locations of the Special Waste Drop-off Program. The County is responsible for contracting for the disposal of Class IV solid waste materials, specifically household furnishings, which are collected through the Program.

The Convenience Center program is now called the Special Waste Drop-Off Center. These centers only take bulky waste such as couches, mattresses, plastic outdoor play equipment, and other assorted household furniture that is disposed of in the dumpsters. No other waste is accepted for disposal in the dumpsters.

Historical Data

5702 Brookside Road, Bentonville (AKA Main Centerton Facility)

In 2021, the monthly average number of pulls of 40 CY roll off containers was 13.50 pulls per month with a low of 7 pulls in October and a high of 27 pulls in June. Total 2021 tonnage was 351.71 tons. Average tonnage per month was 29.31 tons per month with a low of 16.57 tons in December and high of 51.62 tons in June. Average tonnage per pull is expected to be approximately 2.17 tons.

2307 N. Arkansas Street, Rogers (AKA Rogers Satellite)

In 2021, the monthly average number of pulls of 40 CY roll off containers was 11.25 per month with a low of 5 in January and a high of 23 in June. Total 2021 tonnage was 300.11 tons. Average tonnage per month was 25.01 tons per month with a low of 15.05 tons in January and high of 43.54 tons in March. Average tonnage per pull is expected to be approximately 2.22 tons.

Instructions to Bidders

Benton County, Arkansas (the County) is seeking bids from qualified solid waste management companies for the provision of solid waste services for its Special Waste Drop-off Program (the Program) which will include the transfer and disposal of Class IV solid waste, specifically household furnishings, at properly permitted disposal and/or processing sites.

In addition, the County will consider an alternative of lease of a stationary 4-yard compactor with 40 CY receiver box service at the Main Facility. The site does not have any infrastructure for a trash compactor. Bidder may choose to also bid on this service but must include all costs and materials associated with installing and providing a compactor in the monthly rate for compactor lease.

Bidders must have prior experience in providing services of the same or similar nature to those proposed in the agreement. The County will not guarantee any particular volume of materials nor will guarantee any number of pulls per month or tonnage per month.

When determining these prices, at minimum, bidders should consider:

- An amount necessary to compensate for providing required containers and for the on-call or pre-arranged delivery and “switch out” of containers;
- An amount necessary to compensate for disposal expense and/or processing expense;
- All Fees assessed by the County, Benton County Solid Waste District, the State of Arkansas and the Federal Government;
- All other fees to be charged by the bidder including any surcharges, taxes, overhead, etc.

The County and the Contractor, for the consideration and on the terms stated herein, do agree that the Contractor is granted the right to transfer for processing or disposal material collected at the identified locations of the Convenience Center Program as described in this Agreement, and shall furnish all personnel, labor, equipment, trucks, and other items necessary, to provide such transfer and disposal services as specified and to perform all work called for and described in the Agreement.

Compliance with Applicable Laws

The Contractor shall conduct the transfer and disposal or processing services as provided for by this Agreement in compliance with all applicable federal, state, and local regulations and laws. This Agreement and the work to be done as described herein is also subject to the provisions of all pertinent County ordinances, which are hereby made a part hereof with the same force and effect as if specifically set out herein.

The Contractor, its successor in interest, officers, agents, or employees agree that they shall not violate any regulation or law directly related to the pollution of the environment or the collection, transportation, or disposal of solid wastes, as defined by the Arkansas Department of Environmental Quality, the United States Environmental Protection Agency, Benton County Regional Solid Waste Management District, or any other similar department or agency of the state or federal government.

No Guarantee of Minimums

The Contractor agrees that the County does not make any guarantee as to the number of “switch out” services that will be required at any location within a given time frame and there is no minimum number of services required by this agreement. The Contractor acknowledges that no minimum monthly pull requirement will apply to any individual container and no fees for failure to pull a particular individual container shall be charged by the Contractor.

The Contractor further agrees that the County does not make any guarantee as to the minimum weight of material that may be transferred within a given time frame from service locations by the Contractor.

Locations to be Served

Special Waste Drop-off locations are as follows:

- 1) Main Facility, 5702 Brookside Rd, Bentonville, AR 72713
- 2) Rogers Satellite, 2307 N Arkansas St, Rogers, AR 72756

In addition, the County and the Contractor may agree at any time to add additional locations as required.

Documentation

Contractor driver is required to obtain a signature from a member of the District staff on a printed load manifest form at the time of each and every service. A copy of the signed load manifest must be left with the District employee at the time of service.

Load manifests must include, at a minimum, the date of service, the load number, the billing account number, the pickup address, the name or employee number of the driver, the truck number, the identifying number of the empty unit delivered and the identifying number of the full unit removed.

In addition, on the day of service, the Contractor driver must weigh the full unit removed at the Contractor's facility using scales which have been certified by the State for commerce. The weight of the unit must be accurately recorded on a weight ticket clearly labeled with the corresponding load number. A copy of the weight ticket must be provided by electronic mail no later than the next business day to both the County and the District to contacts designated by each of these entities.

Schedules for Collections

Contractor shall provide next business-day "on-call switch out" service (replacement of a full roll off container or compactor receiver box with an empty container) as needed at each of the locations above. The District shall be responsible for contacting the Contractor by telephone or email and requesting the on-call service no later than 3:00 p.m. on the day prior to the date of service. Contractor shall perform the service on the following business day no later than 3:00 p.m.

In order to provide for the maximum efficiency of scheduling by Contractor, based upon known historical data, a scheduling plan setting out regularly scheduled collection times may be established between the Contractor and the District. The Contractor shall automatically schedule the requested specified number of pre-arranged "switch out" services for roll off containers as regularly scheduled collection times on days set by the District. If a scheduling plan is established, the District will not be required to request service on individual roll off containers.

If for any reason a "switch out" is not required for one of the individual pre-arranged services, the District shall be obligated to inform the Contractor no later than 3:00 p.m. on the day prior to the date of service in order to cancel that particular service. A cancellation of any individual service will in no way alter the scheduling plan. Any changes in a scheduling plan are subject to the District's approval, which will not be withheld unreasonably.

Missed Service

In the event that a regularly scheduled collection is missed, the District will notify the Contractor of the missed service as soon as discovered. At no extra cost to the County, the Contractor shall be obligated to perform the service by 8:00 a.m. on the following day (including performing service on a Saturday if a service is missed on a Friday).

Performance Requirements

Failure to perform service on next business day or as agreed upon in scheduling plan on more than three (3) times in a calendar year will be deemed a breach of this agreement and may be cause for early termination of agreement.

Holidays

The Program will be closed on all State Holidays. If any of these days fall on a regularly scheduled collection day, all pre-arranged services which would have been provided on the holiday will be provided by the Contractor on the following business day.

The suspension of collection service on any holiday in no way relieves the Contractor of the obligation to provide services according to a pre-arranged schedule. Extending the hours of service to meet this obligation is subject to the District's approval.

Inclement Weather

In the event that the Contractor misses a pre-arranged service because of inclement weather, the Contractor shall adjust the service schedule so that the service is provided on the first available collection day following the inclement weather.

Contractor's Equipment

The Contractor shall provide service under this Agreement with good serviceable collection vehicles and equipment. All vehicles and containers shall be kept in proper and safe repair and in sanitary condition and shall be in full compliance with the Rules and Regulations of the District at all times.

Each truck shall bear evidence of licensure from the District. All vehicles and containers shall bear the name and telephone number of the Contractor and telephone number in letters at least 4" in height and clearly legible to the public. All vehicles and equipment shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of liquid. No vehicles shall be willfully overloaded. All trucks shall be properly tagged and insurance certificates and other state mandated documentation shall be kept on board at all times.

In addition, each truck shall be equipped with a flare, fire extinguisher, first-aid kit, and a list of emergency telephone numbers. Each truck shall be equipped with at least one broom and shovel and absorbent material which the Contractor's agents can use to clean up solid waste that may be spilled or otherwise scattered during the collection process. Failure to maintain equipment may be considered a breach of this agreement. The contractor shall be responsible for obtaining and providing all collection containers and equipment required by this agreement.

Litter Abatement

Contractor shall use due care to prevent solid waste or leachate from being spilled or scattered during the collection or transportation process. If any solid waste or leachate is spilled during collection, Contractor shall immediately clean up all spilled materials.

Disposal Site

All solid wastes collected pursuant to this Agreement shall be transferred by the Contractor either directly, or via a state or federally permitted transfer station, to a licensed Subtitle D landfill operation. Proof of disposal must be made available to the County or to the District at their request.

Contracted Rates

The Contracted Rates submitted on the bid submittal form are to show a single fee for both transfer and disposal of materials. Fees are to be based upon the Contractor's calculation of cost per pull to transfer and dispose of solid waste from the Convenience Center locations including all overhead expenses; taxes; any and all surcharges such as fuel costs, environmental compliance costs, etc.; State and District waste assessment fees; or other expenses. The fee will be paid to the Contractor to reimburse expenses related to providing the solid waste services outlined herein. No other fees are allowed to be added to the invoice in excess of the Contracted Rate per pull.

Personnel

The Contractor shall require all employees to be courteous at all times, to work quietly and not use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of the company and employee. Clothing will be as neat and clean as circumstances permit. Employees shall wear shirts while on duty.

The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them. All personnel shall be trained to use safety equipment and procedures.

Each employee assigned to drive a vehicle shall, at all times, carry a valid commercial driver's license for the type of vehicle he or she is operating. The Contractor shall make available to the County, copies of substance abuse and safety policy documents and shall provide evidence of training for risk management, substance abuse and general safety.

Local Facility

The Contractor shall establish and maintain a local facility within Benton County to serve as the base of operations by the effective date of this Agreement. All trucks and other equipment to be used in connection with the Agreement shall be kept at the customer location or at the local facility in order to permit expeditious service response. The Contractor shall provide adequate telephone communications; shall have a local or toll-free telephone number, and, shall have at least one person available to receive calls during normal business hours, 9 a.m. to 4.30 p.m., at least five days a week. The Contractor and/or the office personnel shall maintain some form of telecommunications with the operations personnel during operations hours.

Permits, Licenses and Taxes

The Contractor shall obtain and assume the cost of all State, District, and City licenses and permits and promptly pay all taxes and required State, District, County and City fees.

Definitions (the following definitions are applicable to this Agreement)

Contractor: A solid waste collection company whose services are provided through this legally binding Agreement with Benton County for the purpose of transferring and disposing of solid wastes.

Leachate: A liquid that has passed through or emerged from solid waste and contains soluble, suspended, or miscible materials removed from such waste.

Solid Waste: Any trash, food, refuse, container, or other rubbish produced by a residential or non-residential establishment that can be collected and transported by a Contractor and accepted by a landfill that is duly licensed and approved and that meets all applicable local, state, and federal laws.

Billing

Monthly billing

Contract

Up to two (2) years

BID SHEET

Special Waste Drop-off Program Waste Services Bid Form

	Rate (including taxes and all fees)		Included tons, if any, not to exceed:
5702 BROOKSIDE RD			
___ CY Roll Off Container Service (Specify Size of Dumpster above)	[]	Per pull	[]
Disposal Rate Type IV Landfill per cubic Yard	[]	Per ton	
Roll-off Rental Fee	[]	Per month	
Roll-off Delivery - One-time charge	[]	Per delivery	
Alternate #1 Monthly Compactor Lease (includes installation costs and compactor unit)	[]	Per month	
___ CY Receiver Box Service (Specify Size above)	[]	Per pull	
Disposal Rate Type IV Landfill per cubic Yard	[]	Per ton	
Compactor Receiver Box Rental Fee	[]	Per month	

	Rate (including taxes and all fees)		Included tons, if any, not to exceed:
2307 N ARKANSAS ST			
___ CY Roll Off Container Service (Specify Size of Dumpster above)	[]	Per pull	[]
Disposal Rate Type IV Landfill per cubic Yard	[]	Per ton	

Roll-off Rental Fee		Per month
Roll-off Delivery - One-time charge		Per delivery

Miscellaneous Fees (specify):

Length of Contract:

Bid must be signed to be considered.

The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder and County Judge.

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Date: _____

Original
Signature: _____

Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

*Please submit (1) original bid and (1) one copy (CD or USB flash drive).