



**INVITATION TO BID**

**Scale Indicator System and Kiosks**

The Boston Mountain Regional Solid Waste Management District (District) is soliciting bids for a scale indicator, customized software, RFID reader and unattended system for the existing heavy-duty scale used at the Boston Mountain Recycling and Transfer Station in Prairie Grove, Arkansas.

**Location & Existing Equipment**

The equipment system will be installed and located at the Boston Mountain Recycling and Transfer Station located at 11398 Bond Road, Prairie Grove. The District operates a Weigh-Tronix model BMS7011-100T, serial number 8923, capacity 120,000 lb. scale.

**Scope of Work**

*All brands and models listed can be substituted for equivalent or better.*

Quantity	Description
2	B-Tek DD 2050 S050 Self Service Weighing Terminal, digital
2	B-Tek DD 700 Option Card for Ethernet
2	RFID Card Reader
2	Swing arm pole for terminal mount

**In addition to, the following items and services:**

- A. Customized software setup and programming
- B. Unmanned system licenses
- C. All applicable system licenses
- D. Install on District computer system
- E. Software training (in person or remote is allowable)
- F. Installation of all equipment and software from the scales to cashier computer in administration building
- G. Installation and calibration with scales
- H. Bid price is to include all freight and applicable sales tax.

**Instructions to Bidders**

1. Bids shall be submitted as a document set containing a minimum of one copy of bid in a sealed envelope identified with "Scale Indicator Bid"
2. Bids shall be submitted to the following:

Boston Mountain Solid Waste District  
c/o Scale Indicator Bid  
PO Box 228  
11398 Bond Road  
Prairie Grove, AR 72753
3. No telephonic, electronic, or facsimile bids shall be considered.
4. Bidders must quote 100% of all items, all applicable taxes, and fees.
5. Bidders must list brand names on all the items bid on.
6. Any person, firm, corporation, and/or association submitted a bid shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.
7. Offeror may withdraw bid at any time prior to the time and date set for opening by submitting a request in writing signed by an authorized representative.
8. All bids and accompanying documentation shall become property of the District at the time the Bids are opened.
9. The District reserves the right to reject any and all bids or any part thereof, or to accept any Bid or any part thereof, at award and to waive or decline to waive irregularities in any bid when it determines that it is in its best interest to do so.
10. The District reserves the right to conduct discussions with Offerors, to accept revisions or Bids, and to negotiate price changes. The District shall not disclose any information derived from Bids submitted or from the discussions with other Offerors, except as may be required by law.
11. Any objections to the specifications or requests for clarification of information shall be received no later than ten (10) days prior to the time the Request for Bid shall be due. Interpretation and/or correction shall be given as written addenda to the Request for Bid. All addenda shall be posted on the District website with this invitation.
12. Unless specifically state to the contrary, any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications of this Request for Bid shall be for the purpose of describing and/or establishing the quality, design, and performance required. Any such reference shall not be intended to limit or restrict a Bid by an Offeror and shall be included in order to advise the potential Offeror of the requirements for the equipment and system. Any offer which is proposed like quality, quantity, design, and/or performance shall be considered.
13. The District shall not reimburse the Offeror the costs associated with responding to the Request for Bid.
14. Bid shall be submitted by the deadline listed in the Procurement Schedule.

### **Offer Format**

To facilitate direct comparison, bids shall be submitted using this format. Failure to follow instructions regarding format may result in rejection of the Bid.

Offers shall be submitted on 8-1/2 x 11-inch paper.

Bids shall include:

1. A detailed Bid relating to the completion of each aspect of the listed items and services outlined in Scope of Work
2. Identify company to provide service and equipment
3. Value-added services/ items offered
4. Installation schedule
5. Price Proposal
6. Exceptions to the Terms and Conditions of the Request for Bids

**Information:**

For additional information, bidders shall direct inquiries to [recycle@bmswd.com](mailto:recycle@bmswd.com) this includes requests to view scales and related systems. All viewing must be scheduled in advance to ensure that staff is available.

**Procurement Schedule:**

Activity	Date
Invitation to Bid Released	September 28, 2023
Last Day to Submit Questions	October 15, 2023
Bids Due	October 25, 2023, 12:00 pm CST
Public Bid Openings	October 25, 2023 12:15 pm CST at Boston Mountain Solid Waste District 11398 Bond Road Prairie Grove, AR 72753
Award of Agreement	By November 1, 2023
Delivery Date	TBD

**Terms and Conditions**

1. **Remedies and Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The District and Offeror shall have all remedies afforded by said law.
2. **Interpretation-Parol Evidence.** This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the

performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

3. **Equal Opportunity Clause.** The provisions of Section 202 Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 shall be incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.
4. **Non-Discrimination.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a physical or mental handicap, or because he or she is a disabled veteran or a veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
5. **Indemnification.** Offeror shall indemnify, defend, save and hold harmless the District, its agencies and boards, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Offeror or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Offeror to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Offeror from and against any and all claims. It is agreed that Offeror shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the District, its boards, officers, officials, agents and employees for losses arising from services performed by the Offeror for the DISTRICT.
  - a. The District and the Board does not waive any statutory immunity provided for in any statute of the Arkansas Code or agree to indemnify any other party, in any respect, contrary to that provision of law.
6. **Labor Disputes.** Offeror shall give prompt notice to the District of any actual or potential labor dispute which delays or may delay performance of this Contract.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
8. **No Waiver.** No waiver by the District of any breach of the provisions of this Contract by the Offeror shall in any way be construed to be a waiver of any future breach or bar the District's right to insist on strict performance of the provisions of the Contract.
9. **Modifications.** This Contract shall be modified or rescinded, following approval only by a writing signed by both parties or their duly authorized agents.
10. **Assignment-Delegation.** No right or interest in this Contract shall be assigned or delegation of any obligation made by Offeror without the written permission of the District. Any attempted

assignment or delegation by Offeror shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Offeror hereby assigns to the District any and all claims for such overcharges.
12. **Cancellation for Lack of Funding.** This Contract may be terminated without any further obligation on the part of the District in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Offeror shall be notified in writing of such non-appropriation at the earliest opportunity.
13. **Cancellation of Contract.** This Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District shall, at any time while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
14. **Termination.** The District may, by written notice stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The District shall pay the Offeror as full compensation for performance until such termination the unit or pro rata Contract price for the delivered and accepted portion; with respect to the undelivered or unacceptable portion of this Contract, provided compensation hereunder shall in no event exceed the total Contract price.
15. **Termination for Default.** In the event that the Offeror shall fail to maintain or keep in force any of the terms and conditions of this Contract, the District may notify the Offeror in writing of such failure and demand that the same be remedied within ten (10) days. Should the Offeror fail to remedy the same within said period, the District shall then have the right to terminate this Contract. Accrued damages shall be deducted from Offerors delivered or accepted portions.
16. **Specified Term:** The agreement between the parties ends at the end of the term stated in the agreement and the District shall have no obligation upon such termination related to a right of first refusal.
17. **Insolvency.** The District shall have the right to terminate this Contract at any time in the event the Offeror files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Offeror and not discharged within thirty (30) days; or if the Offeror becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Offeror or its business.
18. **Inspection and Audit.** All books, accounts, reports, files, and other records relating to this Contract shall remain the sole property of the District and shall be subject at all reasonable times to inspection and audit by the DISTRICT, or the Auditor General of the State of Arkansas, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the District Office, or such other location as designated by the District, upon reasonable notice to the Contracting party.
19. **Insurance Requirements.** Offeror shall provide the District with a Certificate of Insurance prior to the commencement of services/contract.
  - i. The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the state of Arkansas, and rated at least an A-, VII (7) in the current AM BEST KEY RATING GUIDE.

20. **Liens.** All goods delivered, services provided, and labor performed under this Contract shall be free of all liens and, if the DISTRICT requests, a formal release of all liens shall be delivered to the DISTRICT.
21. **Sales and Use Tax.** The Offeror shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless the DISTRICT, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to comply with the provisions of any or all said laws in amendments. The DISTRICT is not exempt from state sales excise tax and compensation use tax.
22. **Changes.** Within the limits allowed by law, Offeror agrees that the District may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and Offeror shall enter into a modification of the Contract to reflect said changes.
23. **Price Adjustment.** Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be submitted at least ninety (90) days prior to the end of the contract period. Price change requests shall be supported by evidence of increased costs to the Offeror. The District shall not approve price increases that shall merely increase the gross profitability of the Offeror at the expense of the District. Price change requests shall be a factor in the Contract extension review process. The District shall determine whether the requested price increase or an alternate option shall be in the best interest of the District.
24. **Payment.** The District 's obligation shall be payable only and solely from funds appropriated for the purpose of the Contract.
25. **Personnel.** Offeror shall guarantee that personnel assigned to this program shall be properly trained.
26. **Independent Contractor.** It shall be understood that Offeror shall operate as an Independent Contractor, not as an employee or agent of the District.

*Thank you for your interest in providing services to the Boston Mountain Regional Solid Waste Management District.*