



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 26-44, Scrap Metal Removal & Recycling

DEADLINE: Tuesday, July 14, 2026, before 2:00 PM, Local Time

PROCUREMENT AGENT: Trevel Young, tyoung@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 6/21/2026

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Procurement Division. Submitting through the City's electronic bidding platform is strongly encouraged.

*City of Fayetteville
Procurement Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder shall supply all information requested; failure to do so may be used as basis of rejection.

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

City of Fayetteville
Bid 26-44, Scrap Metal Removal & Recycling
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 26-44, Scrap Metal Removal & Recycling

The City of Fayetteville is seeking bids from qualified bidders for the removal and recycling of scrap metal. The estimated tonnage is approximately 200 tons annually. The contract shall be for one year with up to four automatic one-year renewals. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, July 14th, 2026, before 2:00 PM, local time** utilizing the electronic bidding software, which is strongly encouraged, or by submitting a sealed physical bid prior to the stated time. The City shall not be responsible for lost or misdirected bids, or for failure of bidders' technical equipment.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

Any bidder providing a service must be registered with the Arkansas Secretary of State by the bid award. The City reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville

By: Trevel Young, Procurement Agent

479.575.8289

tyoung@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 6/21/2026

This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.

Amount paid: \$149.15

City of Fayetteville
Bid 26-44, Scrap Metal Removal & Recycling
Bidding Instructions

EXECUTION OF BID -

This bid shall be completed in full, executed, and submitted by an authorized agent of the bidder. All bids shall provide responses to items in the following categories utilizing the online bidding portal or the physical bid form obtained via the online bidding portal:

- Attributes
- Line Items
- Response Attachments

Actual specification of any deficient item shall be noted on a separate attachment or as a note in the Line Item section of the online bidding portal. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

If submitting a physical bid is preferred, please contact the Procurement Division at (479) 575-8256.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online or delivering a sealed, labeled envelope containing the Bid Invitation document obtained via the online portal to the City of Fayetteville Procurement Division.

Upon submitting this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the items bid and listed meet or exceed all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
4. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
5. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

6. The Bidder certifies they are an officer of this organization, or have attached a letter of authorization, and they are duly authorized to certify the information provided herein is accurate and true.
7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations, when applicable.
9. The bidder certifies they are not presently debarred, suspended, and they are in compliance with the below Federal Executive Order:
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Bidder certifies that neither bidder nor principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

END OF BIDDING INSTRUCTIONS

City of Fayetteville
Bid 26-44, Scrap Metal Removal & Recycling
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Procurement Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on zoom. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of bidder's technical equipment.
- d. Bidders shall have experience in providing products and/or services of the same or similar nature.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City 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.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Procurement Division Office or electronic clock located in the City's third-party bidding software.
- g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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 Procurement Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Procurement Division. In the event a similar product does not meet the required specifications, a substitution request for an approved equal may be submitted to the Procurement Division for review. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, 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. 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 City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Trevel Young, City Procurement Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence the bidder's judgment or quality of 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 City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF BID:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Procurement Division.

8. LATE BID OR MODIFICATIONS:

Bid 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 City will not be responsible for misdirected bids. Bidders should call the Procurement Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. **CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, 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 The City of Fayetteville encourages all *qualified* small, minority, women and veteran-owned business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority, women, and veteran-owned business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. **COLLUSION:**

The Bidder, by affixing his or her signature to this bid, agrees to the following: "bidder certifies that his or her 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 JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relating to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, 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 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **INDEMNIFICATION:**

The successful bidder(s) agrees to indemnify the City and hold it harmless from 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 goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

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. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Individuals with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Individuals needing translation of this document shall contact the City of Fayetteville, Procurement Division, immediately.

16. DIGITAL ACCESSIBILITY REQUIREMENTS:

If applicable, the awarded Contractor shall provide accessibility conformance reports (ACRs) for any software provided by the Contractor that will be accessible by the public upon delivery, whether developed by the Contractor or a third-party. Visit the link for more information: https://www.fayettevillear.gov/DocumentCenter/View/39767/Web-Accessibility-Requirements-for-Vendors_-and-Technology-Addendum.

- a. Contractor must address all accessibility issues in any software provided or licensed by the Contractor and delivered to the City, as well as any documents delivered by the Contractor.
- b. Contractor must ensure that end user deliverables adhere to the WCAG 2.1 AA standard as defined by title II of the Americans with Disabilities Act.
 - i. Deliverables are defined as any web platform or mobile application, or documents that may be hosted on a web or mobile platform. This includes documents, spreadsheets or presentations regardless of format (Microsoft Office products, PDF, etc.)
- c. Contractor must ensure accessibility is addressed during all stages of a project, from commencement to implementation. Contractor must meet with City staff at the City's discretion to review accessibility issues.
- d. If Contractor deliverables fail to comply with WCAG 2.1 Level AA standard, the Contractor shall provide the City with a credit to cover the cost of additional accessibility testing and resolution. Such credits shall not exceed 5% of either (1) the total fixed price due to the Contractor under the contract or (2) the total not-to-exceed amount of the contract if entered under a time and materials basis.

17. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

18. PAYMENTS 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 bid. Further, the successful bidder is responsible for immediately notifying the Procurement Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice being received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at**

no additional costs to the City for expedited payment processing. The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee. The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

19. CANCELLATION:

- a. The City 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 the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City 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 the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate the last day of the current fiscal period without penalty or expense to the City.

20. 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 City. 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 bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City 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 City, shall include, but not be 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 City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

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

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for bids, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for bid, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Procurement Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for bid, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for bid, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

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

24. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

25. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Procurement Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid 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 documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

26. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

27. PRICING:

- a. The City reserves the right to re-evaluate bidders in their standing in the event of a price increase.

28. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City 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.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. 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 city 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 City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the bid is accepted.
- g. 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 the request.
- h. Any uncertainties shall be brought to the attention to Trevel Young immediately via telephone (479.575.8289) or e-mail (tyoung@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Procurement Division 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 bidding terms.
- i. 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 interested parties via written addendum. Names of vendors submitting any questions, clarifications, or requests will not be disclosed until after the bid award.
- j. Any information provided herein is intended to assist the bidder to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit the bid meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. 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 prevailed 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.
- l. 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 City of Fayetteville. 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.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities 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, 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 such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

29. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.

- a. City Department that ordered the materials or services
- b. Order Date
- c. Delivery date or the date of services
- d. Name of the City Employee that requested or picked up the goods, materials, or service
- e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

30. **ATTACHMENTS TO BID DOCUMENTS:**

- a. Appendix A: General Specifications

BIDDING REQUIREMENTS:

- All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.

1. GENERAL:

- 1.1 This bid is for service only.
- 1.2 All specifications are written to minimums, unless otherwise noted.
- 1.3 The estimated annual volume shall be approximately 200 tons.
- 1.4 The bid award shall be for one year with up to four automatic one year renewals
- 1.5 Bidder shall provide proof of Workers' Compensation, \$1,000,000 General Liability, and automobile insurance, with the City of Fayetteville listed as an additional insured.

2. REMOVAL & RECYCLING SPECIFICATIONS:

- 2.1 Pickup of scrap metal will be on an on-call basis upon container reaching maximum capacity.
- 2.2 Bidder shall pick up container and replace the existing unit with an empty one within 2-3 business days.
- 2.3 Bidder shall pay the City within 30 calendar days from date of pickup.
- 2.4 Removal of materials shall be made at:
 - a. Fayetteville Compost Facility, 1708 Armstrong Ave, Fayetteville, AR
- 2.5 Vendor shall furnish and spot (deliver and place) all necessary equipment at the location identified above. Loaded equipment shall be removed and replaced with empty equipment as required.
- 2.6 All material shall be weighed on certified truck scales and bidder shall provide two (2) copies of each scale ticket to the City upon payment.
- 2.7 The monthly market price shall be based on the seventh (7th) published issue during that month of the Fastmarkets (formerly American Metal Market) shredded auto scrap consumer buying price for the Chicago market.
- 2.8 The City agrees to maintain a diligent effort to keep all trash and/or hazardous substances out of the scrap containers.

2.9 Payment to the City shall be accompanied by the following information:

- a. Date of request from City
- b. Date of pickup request from City
- c. Price per bid ton amount, as stated on the bid form document.
- d. Total tonnage that was picked up.
- e. Total amount paid to City showing breakdown of figures showing the calculated volume from the load less the calculated expense (bid price) totaling the amount due to the City.

	Index Price		Tonnage		Total Tonnage Revenue
A	\$ _____	x	_____	=	\$ _____
<hr/>					
	Expense Price per Ton (amount bid)		Tonnage		Total Tonnage Expense based on Bid
B	\$ _____	x	_____	=	\$ _____
 <i>Total Tonnage Revenue (A) - Total Tonnage Expense (B) = Total Payment to the City</i>					