

STANDARD BID CONDITIONS

H-06-039H

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
Equipment & Procurement Division
CONTRACT FOR REMOVAL AND DISPOSAL OF LITTER

Contract No. [H-06-039H](#)

I. DEFINITIONS:

The Arkansas Highway and Transportation Department will hereinafter be referred to as the "Department". "Engineer" refers to the district engineer or designee of the Arkansas Highway and Transportation Department.

"Litter" as used herein is defined as trash, garbage, debris and refuse, including but not limited to paper, plastic, bottles, glass, metal, cans, wood, wire, tires, tire parts, metal products, etc. Dead animals or damaged signs within the right-of-way are excluded from the agreed scope of work and the definition of litter herein, but should be promptly reported by the contractor to District personnel.

II. STATEMENT OF SERVICES TO BE PERFORMED:

Services performed shall be in accordance with the attached specifications made a part of this agreement. Services may be modified in content or procedures by mutual agreement between the Department and the Contractor as long as safety is not compromised and total annual costs remain within the purchase order dollar limit set by the Department.

III. TERM AND PURCHASE ORDER AMOUNT:

This Contract for removal and disposal of litter shall be for a period of one year from date of award with an option to renew for six (6) additional one year periods based upon mutual agreement of both parties. The successful bidder is required to perform a minimum of 13,500 hours of work. The Department reserves the right to limit any hours worked above the stated minimum, and to terminate litter pickup activity for the remainder of the contract term once the total aggregate sum allocated to the contract is reached.

IV. PAYMENT FOR SERVICES:

The Department shall pay for services rendered within thirty (30) days from receipt of a proper and adequately documented invoice prepared and submitted by the Contractor. Payment for services performed shall be billed semi-monthly and be limited to the actual man-hours worked as supported by copies of the actual time sheets attached to the billing document. Billing must be at the hourly rate of pay bid for this contract without any add-ons of any kind. As agreed herein the hourly rate paid shall be full compensation for furnishing all labor, equipment, and incidentals necessary to complete the work. Payments will be made after completion of assigned work to the satisfaction of the Engineer. When the final billing for work is submitted, the Department will audit applicable books of the Contractor. If it is determined an error was made in the semi-monthly invoices or payments resulting in an overpayment or underpayment, an appropriate adjustment shall be made to the final billing or to the total price of the succeeding contract at the option of the Department.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
Equipment & Procurement Division
SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF LITTER

Contract No. [H-06-039H](#)

1. **DESCRIPTION:** This specification shall govern the pick-up and proper disposal by the Contractor of the defined items of litter disposed onto the highway right-of-way (excluding the roadway surface) as described herein and/or directed by the engineer.
2. **SCOPE OF WORK:** The Arkansas Highway and Transportation Department and the Contractor hereby mutually agree and covenant that in exchange for the Contractor furnishing and providing all labor, equipment, and incidentals necessary for the removal and disposal of litter the Department agrees to pay and Contractor agrees to accept as payment in full the compensation set forth below.

The Contractor will be required to pick up all litter from the highway right-of-way to the satisfaction of the Engineer at locations designated by the Department's District personnel. These locations will be limited to highway right-of-ways in or near Pulaski County.

The accumulated litter shall be disposed of by the Contractor at an appropriate and lawful disposal site. For informational purposes only, the Contractor shall maintain and provide to the Department, upon request, a record of the cubic yards of trash removed from the highways.

The Contractor shall inspect the work site for unsafe conditions and furnish all necessary safeguards for the work site.

The Contractor shall be responsible for placement of all traffic warning devices necessary to ensure the safety of the traveling public and for compliance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.).

3. **EQUIPMENT:** The Contractor will furnish all incidentals for performing the work including but not limited to, tools, hats, safety vests, gloves, equipment for transportation to and from the work area, equipment for hauling and disposing of litter, and all other safety materials or devices (excluding traffic cones) necessary to perform the work in a safe and orderly manner.

Safety cones, as may be required to notify, alert and protect the traveling public, will be furnished by the Department. At the conclusion of the term of the Purchase Order, the equipment shall be returned to the Department. The Contractor shall reimburse the Department for any loss or damage except that which is due to weather or normal wear. Reimbursement to the Department will be accomplished by making deductions from money due the Contractor. Reimbursement for the cones will be made at the prevailing current cost to the Department.

4. **MEASUREMENT:** The unit of measurement for pick-up of litter will be by hour expended at the location designated by a representative of the Department.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
Equipment & Procurement Division
SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF LITTER

Contract No. [H-06-039H](#)

5. **METHOD OF OPERATION:** Prior to beginning operations, a meeting between representatives of the Department and the Contractor will be called by the Engineer if he feels additional guidance is necessary or has questions about the Contractor work plan or procedures. The Contractor will confine all operations to daylight hours with no work performed on Sundays or state-observed holidays unless otherwise authorized by the Engineer.

The Contractor shall observe and comply with all Federal, State, and local laws, safety and health regulations, ordinances, and all ordinances and regulations, which in any manner affect the conduct of the work. All equipment operating on the State right-of-way shall be licensed in accordance with the laws of the State of Arkansas.

The Department will notify the Contractor by issuance of a work order, minute order or purchase order, to begin operations on the agreeable date. In the event the Contractor does not begin operations on the agreed date, the Department has the option of performing the work in any manner deemed necessary.

All operations must meet the approval of the Department. Failure by the Contractor to satisfactorily perform the work as herein specified shall be cause of immediate suspension of the work and possible cancellation of the Purchase Order by declaration of default after review by the Department. Upon suspension of the work, the Department shall have the option of performing the work with its own forces during the interim period pending final resolution.

The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the Purchase Order or any portion, thereof, or his rights, title or interest therein. The Contractor will not be permitted to sublet any portion of the Purchase Order without prior AHTD written consent.

The Department shall have the right to audit the applicable books and records of the Contractor during the hours of the normal workday.

6. **DAMAGES:** The Contractor agrees to accept full responsibility for any and all damages, including damage to state property as a result of operations. The Contractor further agrees to promptly repair any such damages in accordance with the Department's instructions.
7. **CERTIFICATE OF INSURANCE:** Prior to the beginning of work, the Contractor shall provide the Department with the Contractor's Certificate of Insurance. Such coverage shall be kept in effect during the full term of the Agreement. The Contractor shall be responsible for any deductions stated in the policy.

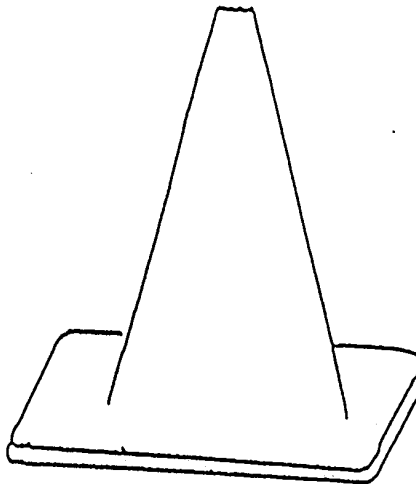
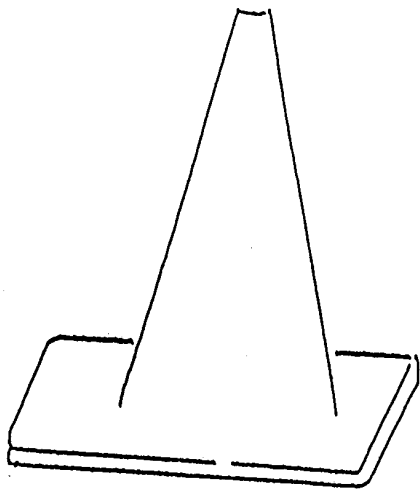
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
Equipment & Procurement Division
SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF LITTER

Contract No. [H-06-039H](#)

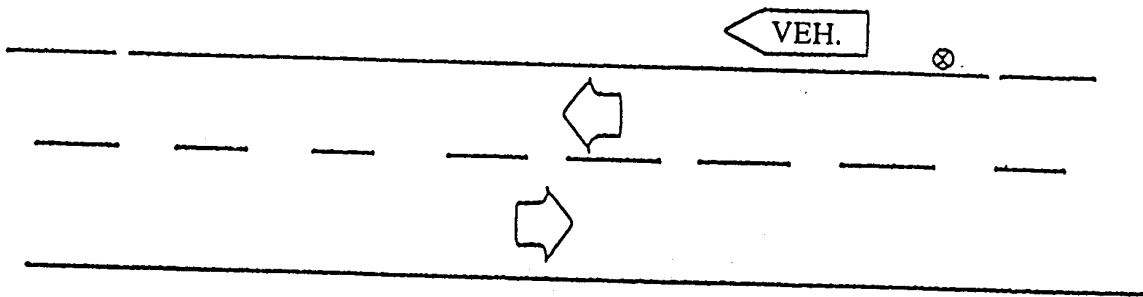
8. **LIABILITY:** The Contractor agrees to save harmless the Department from any and all claims and liability due to the acts of the Contractor's employees and the operation of their equipment. The Contractor also agrees to save harmless the Department from any and all expenses, including attorney fees, incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities.

Further, the Contractor agrees to protect, indemnify and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employees of the Contractor against the Department due to personal injuries and/or death to such employee from any alleged negligent act, by either commission or omission on part of the Contractor or the Department.

9. **VEHICLE PARKING:** When the vehicle is stopped, it is to be parked off the roadway shoulder as to not block any lanes of traffic. A large 28" traffic cone is to be placed directly behind the parked vehicle to give warning to the traveling public. The cone is to be placed within 50 feet of the vehicle, off the primary roadway surface and not block any lanes of traffic. It is to be situated in a position where it is easily visible to the passing traffic to warn of work in progress, yet not in a position so it will be easily knocked over or blown down. The cone is to be picked up prior to moving the vehicle or when work is not in progress. While the vehicle is moving slowly (to pick up litter bags, slowing to park or when starting from a parked position) flashing hazard lights or a flashing beacon is to be used.



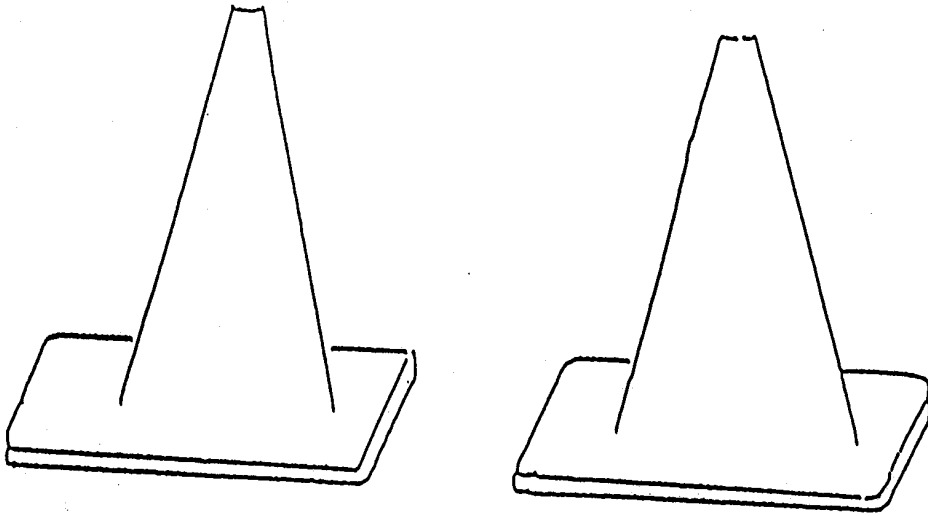
⊗ Cone



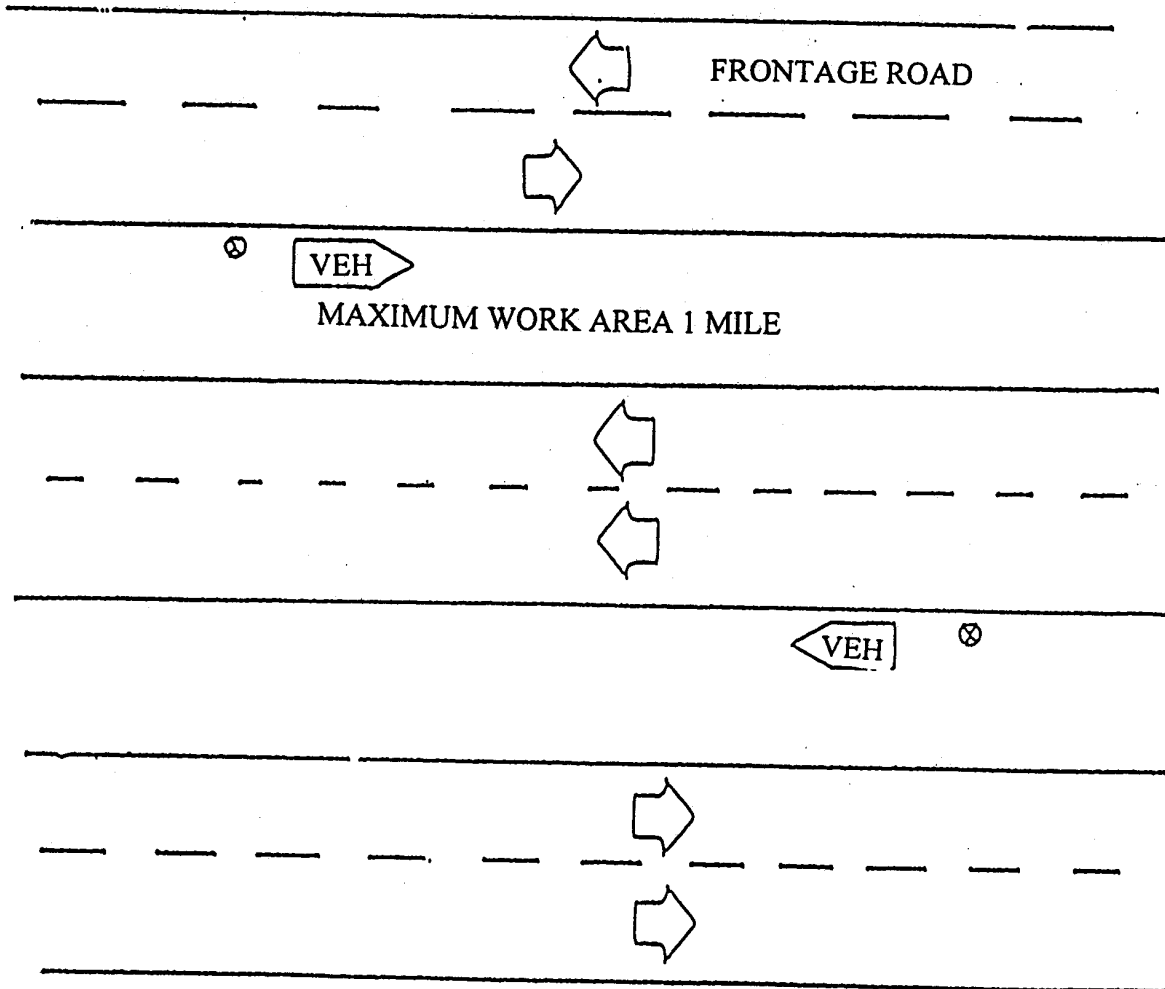
WORK AREA 1 MILE MAXIMUM

CONE ARRANGEMENT

UNDIVIDED HIGHWAY



RIGHT-OF-WAY



CONE ARRANGEMENT
MULTI-LANE DIVIDED HIGHWAY