

ARKANSAS STATE HIGHWAY COMMISSION
LITTLE ROCK, ARKANSAS
ARDOT - EQUIPMENT & PROCUREMENT DIVISION

Contract No. **H-21-212H**

BIDDER: _____

| ITEM NO. | DESCRIPTION | AMOUNT |
|----------|-------------|--------|
|----------|-------------|--------|

1. Security Services – as specified per hour _____

Under State Law, term of a service contract may not exceed seven (7) years including the initial term and all successive renewals. The contract may be renewed annually upon mutual agreement of the parties.

Increased cost, if any, to renew after original contract period shall be as agreed to but not to exceed the per hour dollar amount set forth below:

1st year renewal \$ _____/per hour – July 1, 2021, through June 30, 2022

2nd year renewal \$ _____/per hour – July 1, 2022, through June 30, 2023

3rd year renewal \$ _____/per hour – July 1, 2023, through June 30, 2024

4th year renewal \$ _____/per hour – July 1, 2024, through June 30, 2025

5th year renewal \$ _____/per hour – July 1, 2025 through June 30, 2026

6th year renewal \$ _____/per hour – July 1, 2026, through June 30, 2027

ARDOT - STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
2. **ACCEPTANCE AND REJECTION:** ARDOT 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.
3. **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.
4. **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 ARDOT or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. 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 that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. 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.
5. **TAXES:** The ARDOT 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 ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT 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 ARDOT.
6. **"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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT 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 ARDOT. 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.
12. **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.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT 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.
15. **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).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state.
18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME

BY: _____
Signature

TITLE: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

BIDDER INFORMATION:

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NAME: _____

YOUR LAST NAME: _____

FIRST NAME: _____

M.I.: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

COUNTY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

| Position Held | Mark (✓) | | Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small> | For How Long? | | What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small> | |
|----------------------------------|------------|--------|---|---------------|-------------|--|----------|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Relation |
| General Assembly | | | | | | | |
| Constitutional Officer | | | | | | | |
| State Board or Commission Member | | | | | | | |
| State Employee | | | | | | | |

None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

| Position Held | Mark (✓) | | Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small> | For How Long? | | What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control? | | |
|----------------------------------|------------|--------|---|---------------|-------------|--|------------------------|---------------------|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Ownership Interest (%) | Position of Control |
| General Assembly | | | | | | | | |
| Constitutional Officer | | | | | | | | |
| State Board or Commission Member | | | | | | | | |
| State Employee | | | | | | | | |

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

| | | |
|-----------------------------|-------------|-----------------|
| Signature _____ | Title _____ | Date _____ |
| Vendor Contact Person _____ | Title _____ | Phone No. _____ |

| | | | | |
|---------------------|-------------------|-----------------------------|-------------------------|-----------------------------|
| Agency Use Only | | | | |
| Agency Number _____ | Agency Name _____ | Agency Contact Person _____ | Contact Phone No. _____ | Contract or Grant No. _____ |

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, 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 after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

| | |
|-----------------------------------|---------------------------------------|
| Name of public entity | Arkansas Department of Transportation |
| Description of product or service | Security Services – District 2 |
| Contractor name | |

Contractor Signature: _____

Date: _____

Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

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ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

| | |
|----------------------------|--------------------------------|
| Bid Number/Contract Number | H-21-212H |
| AASIS Number | N/A |
| Description | Security Services – District 2 |
| Contractor name | |

Contractor Signature: _____
Signature must be hand written, in ink

Date: _____

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIFICATION FOR CONTRACT SECURITY SERVICES**

Contract No. H-21-212H

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1. Prior to preparation and submission of bid, prospective bidders should contact the District Equipment Maintenance Supervisor or the District Maintenance Engineer at (870) 534-1612 to arrange for inspection of the area and to review details of the services to be provided.
2. Security is to be provided to replace specific shifts previously assigned to regular Department guard employees. A shift period will be no less than 7 hours and no more than 15 hours, as needed. The need will be as determined by District Administration.
3. The duties of the guard assigned to this operation will be as follows:
 - To protect and safeguard the Department's property, equipment and other assets from fire, theft, vandalism and injury, to seek out and report fire, theft or other unauthorized occurrences and to enforce Department regulations and policies pertaining to security.
 - To receive and handle appropriately, incoming telephone and radio calls, and relay any pertinent information to the appropriate Department personnel.
 - To make rounds on an hourly basis, or as directed, at locations specified by the Department.
 - To make reports and records as needed in the guard log.

This is not intended to be all inclusive but only to give examples of job duties. Other logical and related duties may be assigned and will be expected to be performed.

4. Each guard shall report for duty at the scheduled duty time for briefing by the guard being relieved, or by the District Equipment Maintenance Supervisor or District Administration in case of any new instructions. They shall remain on duty until they are properly relieved or until the security period has ended **and** the regular daytime office employees have begun their activities. Each guard shall log in and log out appropriately in the events log. The security area is not to be left unattended at any time during the security periods set forth by District Administration.
5. The Guard Station will generally be the Shop Office or Front Desk. Guards are to remain at the Guard Station except when making clock rounds or when their duty-related services are needed elsewhere. Guards are not to sit at, or use equipment at, employees' desks other than at the Guard Station, except for the performance of assigned duties.
6. All check points are to be scanned and locks and gates checked every 40-60 minutes. Any exceptions must be reported to and approval obtained from the District Equipment Maintenance Supervisor.
7. **All** persons entering or leaving the complex before or after regular working hours must provide appropriate information on and sign the visitors' log provided for that purpose. Specific instructions concerning admission to buildings and grounds will be provided by District Administration.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIFICATION FOR CONTRACT SECURITY SERVICES**

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8. Guards shall not fraternize with Department employees while either is on duty. Guards are expected to be pleasant and courteous, but to carry on no unnecessary conversation. They are to be helpful, but are not to be negligent of their assigned duties or hinder work of Department employees.
9. Guards shall not have visitors while on duty. This is a State Government facility and will be treated as such. Personal phone calls should be held to emergency calls only. All long distance calls shall be logged. Personal and non-work related long distance calls are strictly prohibited.
10. Guards shall not reveal or convey any information concerning this security assignment, on or off duty, to anyone except Security Company and designated Department officials, and fellow guards who need such information to carry out their assignment.
11. Any changes in orders concerning this assignment must come from one of the following, in order of priority: District Engineer, District Construction Engineer, District Maintenance Superintendent/Engineer or District Maintenance Equipment Supervisor.
12. **Guards shall not be armed on this post.** As indicated above, the duty of the guard is to observe and report improprieties to Department supervisors and/or the appropriate law enforcement or emergency agencies.
13. The successful bidder must have Workers' Compensation Insurance coverage for each employee involved in this assignment, Public Liability and Property Damage Insurance coverage, and insurance to cover breakage and/or pilferage of Department and Department employees' property. Any employee involved in this assignment must be bonded. Certificates of insurance and proof of employee bonding must be furnished before the employee performs any guard service.
14. Documentation indicating results of background investigations on any guard to be assigned (including any arrests and/or convictions for law violations, employee counseling for policy violations, etc.) must be furnished.
15. Documentation of any drug test results on any guard to be assigned must be furnished. Compliance with the Department's "Drug Free Workplace" policy is required.
16. This contract may be terminated by either party, with cause, upon giving the other party sixty (60) days written notice of intent to terminate.
17. The Department reserves the right of refusal, with reason, of any of the company's employees being allowed to work on Department grounds.
18. The Department reserves the right to require immediate replacement of a Security Company employee if it is discovered that an impropriety occurred while the employee was on duty at the Department. (i.e. use of drugs, alcohol, controlled substance, unauthorized visitors, unauthorized entry, unauthorized use of equipment, possession of contraband, violation of law, gross negligence, presence of firearms, violation of Department policies etc.)

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19. The Department reserves the right to require replacement of any employee found not to be performing their assigned duties.
20. The successful bidder shall invoice the Department on a monthly basis following the performance of services, noting total hours and hours per week or portion thereof.
21. The Department reserves the right to deduct from any moneys due any additional labor costs incurred by the Department as a result of no-shows or late-shows by security company employees.
22. The service must have a local contact, capable of handling absenteeism or other related problems, in the immediate area of the facility being served.
23. Bids shall be submitted for services to be provided and shall include all costs to the Department, including holiday pay. Due to potential changes in our current staff the security service needs of the Department may change during the period of this contract. The contractor will be notified 30 days in advance of a change in the basic schedule. After the date of the change, the appropriate rate bid per hour will be in effect.
24. ARDOT 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 ARDOT as an addition thereto, and should be added to the billing to ARDOT. ARDOT is exempt from Federal Excise Taxes on all commodities except motor fuels. Where applicable, tax exemption certificates will be furnished by ARDOT.
25. The Department may extend the terms of this contract by written notice to the contractor at least 30 days before the contract expires. The expiration date of this contract will be one year from the date of award. Any extension must be at the existing bid prices for this contract and be mutually agreeable to both parties. Any extension shall be for a period of one year, and up to six extensions may be agreed to.
26. Low bid will determine award consideration.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
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LIST REFERENCES

| Company Name | Address | Contact Person/Phone No. |
|---------------------|----------------|---------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |

27. Cooperative Purchasing. Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities covered in this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing minimum order quantities, etc.) as agreed by both parties, but could not be raised above the contract bid price under any circumstances. Vendors would not be required to sell to any such entity under this Contract, and those entities would not be obligated to purchase from the Contract.

Each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). The ARDOT would remain “out of the loop” for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The ARDOT would be held harmless of any and all liability arising from such transactions.

*Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
STANDARD OPERATING POLICIES AND PROCEDURES
GUARDS @ ARDOT DISTRICT TWO HEADQUARTERS – PINE BLUFF**

SECTION I

PURPOSE AND APPLICABILITY: The purpose of this policy is to delineate the duties and responsibilities of District Two Headquarters Guard personnel. It is applicable to anyone performing Guard duties, either an ARDOT employee as full time Guard, Contract Security Service Guard, or someone temporarily filling in at that position.

SECTION II

DUTY HOURS FOR GUARDS: Normally, members of the District Office Staff are at their work assignments from 7:00 a.m. until 4:30 p.m., Monday through Friday, except for Department recognized holidays. At all other times, a Guard will be scheduled to be on duty at the District Two Headquarters. Guards, either Contract Security Service or regular Department employees, will be under the direct supervision of the District Equipment Maintenance Supervisor and will receive their instructions from that person or other members of the District Supervisory Staff. Related information may also be found in the Specifications for Contract Security Services (copy attached). Generally, a work schedule will be established for the various Guards. Schedule changes may be made when necessary to accommodate vacations, illnesses, holidays or vacancies, and Guards or the Contract Security Service will normally be advised directly.

When a Guard shift change is made or when a Guard is being relieved by the District Office Staff in the morning, the Guard going off-duty is expected to thoroughly brief the personnel coming on duty of any on-going situations or emergencies.

SECTION III

GUARD SECURITY CHECKS: The following is provided for general guidance in performing security rounds. During periods of absence from the Guard Station, the Guard shall carry the portable radio. In the absence of the radio, the Guard should conduct the security round as expeditiously as possible and return to the Guard Station.

A. INITIAL SECURITY CHECK: When the members of the District Staff leave for the day, the Guard should make a thorough check of the property and facilities to ensure everything is prepared for the oncoming Guard shift. Once a Guard has checked in for their shift they should not leave the facility until they are relieved. Guard checks should include, but are not limited to:

- Check the security of all yard buildings.
- Check perimeter fencing and gates.
- Check Resident Engineer Building/Materials Lab and adjacent buildings.
- Lock all gates at **6:00 p.m.** (depending on ARDOT seasonal work schedule.)
- Open all gates at **6:00 a.m.** (depending on ARDOT seasonal work schedule.)
- Turn on the security lights of Headquarters.
- Make sure the gas pumps and station are locked.
- Check kitchen/coffee pot area to make sure appliances are not left on.
- Check radio channel (normally left on "Star City")
- Make sure the main telephone console is set to 'NT'
- Make sure the District Headquarters building is secure by checking the outside doors and windows in the front office area, supervisor parking area, and shop.
- Other outside contract personnel shall be admitted and doors shall be secured during and after completion of their assigned duties.
- All gates should remain locked on holidays and weekends.
- Check the doors in the storeroom area to make sure they are locked.
- Turn off non-essential lighting in the District Headquarters and turn the front porch light on.
- Make note of any questionable or abnormal situations or security concerns and discuss them with the District Equipment Maintenance Supervisor or the District Supervisory Staff.
- Keys found in vehicles subject to pilfering should be hung on the shop keyboard.
- Vehicles with lights left on should be turned off.

B. SUBSEQUENT ROUNDS: During a working shift, the Guard should make security checks every 40-60 minutes, as a minimum. Since a predictable pattern is not particularly desirable rounds should be staggered. Hourly checks shall be made while carrying the check point scanner, and scans should be made at all identified security stations, as well as a visual check of the front of the District Headquarters building.

In the event of an intruder, immediately notify the Pine Bluff Police Department (911), then notify the District Maintenance Engineer or District Equipment Maintenance Supervisor. If damage to property or facilities is noticed, notify one of the above supervisors. They will direct further action. If any situation arises that requires corrective action outside the scope of Guard personnel, notification should be made to supervisors mentioned above. Also, see **Section VI, Emergency Calls** for further clarification.

C. OPENING PROCEDURES: On weekdays, the District Headquarters is normally opened in preparation for the day staff during the 6:00 a.m. round. In addition to normal security checks and clock-ins, the following should be accomplished, as a minimum:

- Open the east and west gates.
- Turn on the office lights in the District Receptionist.
- Turn all external security lights off.
- Unlock the outside doors to the District Office Building.

D. INSPECTION PROCEDURES: The facility can be inspected either by walking or by a vehicle provided by the contractor. Use of ARDOT vehicles by non ARDOT employees will not be allowed. ARDOT will provide the contractor with a standard 110 volt receptacle to recharge golf cart style vehicles. Fuel will have to be purchased by the Contractor at an offsite station if a combustion type device is utilized. If an offsite station is utilized, refueling the vehicle will be planned before the shift begins so that the facility is not left unattended at any time. ARDOT will not provide service for the Contractor's vehicle, or have a spare vehicle available for use by the contractor. A parking spot will be provided so the Contractor can leave the vehicle on the facility during nonuse times.

SECTION IV

INCLEMENT WEATHER: During periods of inclement weather, security rounds may be temporarily suspended. Inclement weather increases the probability of incoming telephone calls alerting the Department to roadway hazards. Also, lightning and ice accumulation could pose a risk to Guard personnel. During periods of freezing precipitation, road crew operations may require that the Guard provide coordination assistance. The Guard should consider these factors when deciding to temporarily suspend security rounds.

If security rounds are temporarily suspended, the Guard should still make periodic visual checks of the yard and grounds area. A notation should be entered in the Guard Log to explain the reason for the suspension of the security rounds.

SECTION V

RADIO AND TELEPHONE USE: In all after-hours communications, the Guard is the ARDOT contact point. In all communications, the Guard should be both professional and courteous. If a caller is trying to reach one of the day staff, the Guard may advise the caller of the appropriate time to call back, or may offer to relay a message. Actions taken by the day staff will be based on the relayed information, therefore, it is important that the Guard try to be as accurate as possible.

When a caller gives notification of a hazardous situation, the Guard should record the information, and make a determination whether to call the Area Maintenance Supervisor (refer to **Section VI** as well) or just record it for possible action during normal working hours. When the caller is from the police or another government agency, the Guard should inquire if the caller feels that an immediate response is necessary. The report of a "Stop Sign" or "Yield Sign" down requires an immediate response from Department personnel.

In radio communications, the Guard should be familiar with the Radio Operators Manual and shall utilize the 10-code. (*Shown in the Guard Information Manual*)

SECTION VI

EMERGENCY CALLS: When the Guard is made aware of an emergency situation, calling the appropriate Area Maintenance Supervisor is the first priority. They should refer to the maps posted in the Guard Station for assistance in determining the appropriate Area Maintenance Supervisor to call. Advise that supervisor of the situation as accurately as possible. Normally, they will call out crewmembers, but on occasion, they will have to make an on-site evaluation first. On those occasions, they may ask the Guard to call out members of their crew for them. The maintenance crew call order should be referred to prior to making these calls, unless the particular supervisor identifies specific personnel to be called.

In maintenance matters where the Guard or the Area Maintenance Supervisor feels the situation is significant, notification should be made to the District Maintenance Engineer. Normally, contact with the District Maintenance Engineer will indicate whether it is necessary to notify the District Construction Engineer or the District Engineer. Notify the appropriate member or members of the District Staff any time a situation is likely to significantly impact the public, or if ARDOT actions or work might be critically viewed by the public or media.

Resident Engineers are the contact points for new construction projects (i.e. other than maintenance). Any information about problems with a construction project, or contractor associated with a project, should be relayed to the Resident Engineer responsible for that particular project. (*Refer to Resident Engineers' Project List*) If the Resident Engineer is unavailable, contact the District Construction Engineer for further instructions.

SECTION VII

ROAD CLOSURES: Whenever the Guard is notified that a road has become partially or completely blocked, the following needs to be determined:

- Reason for the blockage (accident, tree in the road, road flooded, etc.)
- Does ARDOT personnel need to respond? (Road surface damage/debris.)
- Anticipated length of time before traffic can resume.
- Exact location of the blockage.
- Is traffic being rerouted? Does it need to be rerouted?
- If their assistance is needed, notify ASP if an officer is not already on the scene.
- Call the District Staff if they need to respond.
- Notify the Area Maintenance Supervisor if the closure will be for more than an hour.
- Notify Little Rock Central via FAX utilizing the "Major Occurrences" form if a total road closure will be for two hours or more (total closure to traffic)
- Other notifications/call outs may be required. If any are required, the Area Maintenance Supervisor or the District Maintenance Engineer will direct them.

SECTION VIII

WINTER WEATHER OPERATIONS: The onset of frozen precipitation can be the most demanding situation the Guard faces. On initial call out, the Guard normally faces numerous calls from the public and ARDOT employees, requests from some Area Supervisors to call out crewmembers for them, and considerable increases in radio traffic. At the start of winter weather operations notify the District Maintenance Engineer. The Central Headquarters in Little Rock will also need to be notified that winter weather operations have begun. This will be followed by entries into the Department's Weather Reporting System by the District Maintenance Engineer when the various Area Maintenance Supervisors have had time to assess and report on their areas of responsibility.

During periods of adverse road conditions, the Guard should stay acutely aware of all road conditions in this District, and try to be cognizant of surrounding Districts' road conditions. Guards will be expected to relay accurate information between the public, Area Maintenance Supervisors, and the District Staff. Breakdowns in communication at these critical times can result in wasted manpower and increased exposure time to hazardous situations by the public.

SECTION IX

PUBLIC AND MEDIA CONTACT: The Guard can expect inquiries about road conditions and situations, and is expected to assist callers wherever possible. Giving an **informal** brief to media personnel is also acceptable

The Guard should decline a media request for an interview (live or taped). While the Guard is expected to be as informative and helpful as possible, a request for an interview must be referred to the District Engineer. The District Engineer is solely responsible for public statements, and he should be contacted, if available. If unavailable, the District Construction Engineer or the District Maintenance Engineer will assume that responsibility.

SECTION X

AFTER HOURS SERVICE STATION OPERATION: On occasion, an ARDOT unit will need access to the service station after hours for fuel. Similarly, Arkansas Highway Police units utilize the fuel facilities. When requested to do so, the Guard should open the District compound and the service station. The Guard should ensure that any user properly signs for fuel/oil received, and note on the Guard log which unit required service. The station and compound will need to be re-locked after the departure of the

SECTION XI

CLEAN UP: The Guard will not be asked to perform routine janitorial duties. However, they will be expected to keep their duty area clean and they may be asked to assist the caretaker from time to time. Supervisory personnel may provide the Guards with more specific instructions as needs arise.

SECTION XII

AFTER-HOURS DELIVERIES & VISITORS: Guards at the District Headquarters will not normally be asked to conduct or know the functions of the storeroom. Occasionally, a vendor may arrive late (after normal office working hours) and ask the Guard to allow them to drop off an order. The Guard should advise the party making the delivery to return during normal office hours. The Guard should not sign any documents acknowledging the delivery or obligating the Department for payment, unless instructed to do so by the District Storeroom Supervisor, the District Equipment Maintenance Supervisor or a member of the District Supervisory Staff. A questionable situation may be resolved by calling the Storeroom Supervisor for clarification or further guidance.

ARDOT employees may have to access the District Headquarters after normal working hours, but they are required to sign the visitors' log. Forms for that purpose are to be kept near the front entrance. Non-employees must make arrangements for visits by contacting day staff personnel during normal working hours. The Guard shall not have visitors while on duty.

ARDOT Identification Cards, with photos, are provided to each ARDOT employee. The Guard should ask visitors to produce their ARDOT ID Card for verification if they are not known to or recognized by the Guard as an ARDOT employee. Likewise the Contract Security Service Company should provide their employees with Photo ID Cards to allow for easy identification by ARDOT personnel.