

PINE BLUFF WASTEWATER UTILITY

1520 S. OHIO ST. • PINE BLUFF, ARKANSAS 71601-6055 • PHONE: (870) 535-6603 • FAX (870) 535-6243

CONDITIONS OF BIDDING

1. SIGNATURE -This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. SALES OR USE TAX - IS to be included in the bid price. IS NOT to be included in bid price for construction projects. The Utility is not exempt from Arkansas Sales & Use Tax.
3. FREIGHT/DELIVERY - charges to destination (at designated Utility facility) must be included on the bid submitted. Charges may not be added after the bid is opened.
4. DISCOUNTS - Show rate, total amount, and last day any discounts will be allowed after receipt of article and invoice, otherwise, Utility will deduct allowed discount when payment is made.
5. FIRM PRICE - All prices quoted will remain firm for at least 30 days from date of bid opening, unless otherwise specified by the Utility or bidder.
6. ARKANSAS PREFERENCE - The request for preference must be in writing (when bid is submitted) to be considered as a factor in awarding a contract.
7. IDENTICAL BIDS - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to either bidder or split (in any proportion) between the lowest bidders at discretion of the Utility.
8. LIQUIDATED DAMAGES - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for in the plans and specifications.
9. AMBIGUITY IN BID - Any ambiguity resulting from omission, error, lack of clarity or noncompliance by the bidder (i.e. specifications, instructions, and all conditions of bidding) shall be construed in the light most favorable to Utility.
10. CONSTRUCTION
 - When noted, the Contractor is to supply the Utility with evidence of having and maintaining appropriate and complete insurance, (specifically Workman's Compensation Insurance) in accordance with the law of the State of Arkansas, regarding Public Liability and Property Damage. All premiums and insurance costs shall be paid by the Contractor prior to the commencement of the job. In no way shall the Utility be responsible in case of an accident.
 - A certified check or bid bond in the amount of 5% of total bid shall accompany the bid, unless otherwise noted.

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- A Performance Bond equaling the total amount of any bid exceeding \$20,000.00 is required for any contract which calls for the repair, alteration or erection of any public building, public structure or public improvement. (Pursuant to Ark. Stat. SS 18-44-503 as amended.) A 100% Payment Bond is, also, required on any such contract.
11. CONFLICT OF INTEREST - Any personal association with PBWU's employees, or financial interest that interferes, (or appears to interfere), with an individual's ability to do what is in the best interest of the Utility and may result in a direct or indirect personal gain or benefit to the individual.
 12. FREEDOM OF INFORMATION ACT - Under the Freedom of Information Act (FOIA) all information pertaining to a bid/quote is accessible to the public following the bid opening.
 13. The City reserves the right to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and (unless otherwise specified by the bidder) to accept any item in the bid. If unit prices and extensions thereof do not coincide, the Utility may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.