ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION

Contract Number:	H-12-098R		_	PENING LOCATION: Equipment &	MAIL TO: AHTD Equipment &	DELIVER TO: AHTD Equipment &
Bid Opening Date:	March 28, 2012		Procur 11302	ement Division West Baseline Road Rock, AR 72209	Procurement Division P.O. Box 2261 Little Rock, AR 72203	Procurement Division 11302 West Baseline Road Little Rock, AR 72209
delivery locations until the		te and time, and the	hen publicly opened	at the above-noted bid or		ved at the above-noted mail and be submitted on this form, with
In compliance with this Bid set opposite each item.	Invitation and subject to all t	the Conditions the	reof, the undersigne	d offers and agrees to furn	ish any and all items upon wh	nich prices are quoted, at the price
				Name (Type or Print):_		
Address:				Title:		
				Phone:	Fax:	
	State:			•		
Federal Tax ID or Social	Security No.:			Signature:Signature must be legible Unsigned bids will be reje	, original (not photocopied) ar cted.	nd in ink.
PROJECT LOG Job No: 7-521 Job Name: H Route: Ark. 6 Route: U.S. 2 Route: U.S. 2	wy. 63: El Dorado - V 3 Section: 17 3 Section: 18 78 Section: 12 78 Section: 13	varren; Hwy. Log Mile: Log Mile: Log Mile: Log Mile: Log Mile:	ox 897, Camde 278: Calhoun C 0.00 to 28.60 0.00 to 17.90 0.00 to 16.24 0.00 to 06.63 205.89 205.89 464.40	n, AR 71711 (870-8 County Line - Drew County: County: County: County: County:	County Line Bradley Union Bradley Bradley	
•	•	ing tins contra	ict, but shan <u>ex</u>			
1. Removal a	nd Disposal of Litter				rice per Acre \$	
2. Mowing ar	nd Trimming of Highv	vay Right-of-V	Way	Pı	rice per Acre \$	
TOTAL				Total P	rice per Acre \$	
Bid Bond in the amo are not acceptable a bidder prior to provid page 2.	s Bid Bonds. See Colling goods/services. Ease of damage caused	ed of all biddendition 3 on personal and	ers at time of b age 2. Perform company chec	nance Bond in the a	amount of \$500.00 will ble as Performance Bo	nal and company checks be required of successful onds. See Condition 3 on

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Page 2

STANDARD BID CONDITIONS

H-12-098R

- 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.
- 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 Contract for the Removal and Disposal of Litter and Mowing and Trimming of Highway Right-of-Way

Mowing and Trimming of Highway Right-of-Way BID INFORMATION

- 1. The Arkansas State Highway and Transportation Department (hereinafter referred to as the "Department") will enter into a contract with the successful bidder (also referred to as the "Contractor") to furnish requirements for Removal and Disposal of Litter and Mowing and Trimming of Highway Right-of-Way for the period set forth in Bid Invitation, with provision to extend annually upon mutual agreement of the parties.
- 2. Successful bidder must be covered by Workman's Compensation Insurance, and Public Liability and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Valid Certificate of Insurance including name of insurance agent and agent's telephone number must be furnished to the Department within 10 days of notice of award of the contract, if not already on file. Failure to provide such certification in a timely manner may result in cancellation of award and/or forfeiture of Bid Bond. Contractor will not be permitted to work until proper certification has been provided to the Department. Once proper certification has been provided, Contractor is responsible to provide timely information to the Department regarding any change, update, modification, renewal or cancellation of the required insurance during the contract term or any extension thereto.
- 3. Successful bidder is solely responsible for damages to persons and vehicles or other property (including that of the State) while fulfilling the requirements of this contract. No agency, board or commission of the State of Arkansas (including the Department and the Arkansas Highway Commission) assumes any liability whatsoever for damages caused by the Contractor. All such claims must be handled by Contractor and Contractor's insurance company. Contractor is expected to handle any claim arising from activities in fulfillment of this contract in a prompt and timely manner. Bidder shall furnish the name, address and phone number of the person (Contractor or designated employee) to be contacted in case of questions regarding damages resulting from Contractor's operations in fulfillment of this contract.
- 4. Successful bidder shall notify the Department immediately if unable to begin or complete work in accordance with specifications. If Contractor cannot resolve the problems and fulfill contract obligations in a manner and time frame agreeable to the Department, the Department shall have the option of canceling the contract effective immediately and/or deducting the cost of completion of the work from any amount due the Contractor.
- 5. All work under this contract is subject to inspection and acceptance by the Department. Payment will be made only for work completed and accepted. No advance payment is permitted. Work completed and accepted under this contract shall be paid for at the price bid per acre (plus applicable state and local taxes, listed separately on invoice) and shall be full and complete compensation for furnishing all labor, tools, equipment and incidentals necessary to fulfill the contract requirements in a satisfactory and proper manner.
- 6. Invoicing may be submitted for payment no less than every two (2) weeks during each cycle for work completed and accepted. Applicable taxes must be listed separate from price per acre on invoice. Invoicing shall be submitted to the District Office listed on the Bid Invitation.
- 7. Failure of Contractor to comply with any provisions of this contract may result in termination of the contract, prohibition of bidding on subsequent contracts, and other remedies provided by law. This contract is expressly subject to termination by the Department, for cause, upon giving the Contractor 30 days notice of intent, with reasons, to terminate.
- 8. Successful bidder is responsible for paying all involved employees, subcontractors, suppliers, and any applicable tax entities (State of Arkansas, city, county, etc.) in a prompt and timely manner.
- 9. This contract may be extended, at the original bid prices, upon the Department's giving written notice to Contractor of desire to extend and receiving the Contractor's agreement to the extension. Expiration date of any extension shall be the anniversary date of the original award. Extension may be made on an annual basis, not to exceed the maximum number of extensions permitted by State Law.
- 10. The total acreage of this contract can be increased or decreased upon the Department giving written notice to Contractor of desire to increase or decrease and receiving the Contractor's agreement to this increase or decrease.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

State Highway and Transportation The Arkansas (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to EEO/DBE Section Head (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: EEO/DBE_Section_Head@ahtd.ar.gov.

notice is available from the ADA/504/Title Coordinator in large print, on audiotape and in Braille.

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

DISTRICT

					FIRST/S	FIRST/SECOND		THR	B		
			BEGIN	E N	MOM	MOWING	ACRES	MOWING	WDTH		
COUNTY	RTE	SECT	L.M.	L.M.	LT.	RT.	EACH	רגי.	RT.	ACRES	LOCATION COMMENTS
BRADLEY	63	17	0.00	2.15	10	10	5.21	30	30	15.64	CO. LINE RIVER BR-HWY 15 SPUR
BRADLEY	63	17	2.15	2.35	45	10	1.33	45	30	1.82	GNP ON LT.
BRADLEY	63	17	2.35	5.65	10 ·	10	8.00	25	25	20.00	HWY 15 SPUR-CHARIVARI BR.
BRADLEY	63	17	5.65	6.25	10	10	1.45	30	30	4.36	CHARIVARI CR.
BRADLEY	63	17	6.25	6.50	10	10	0.61	20	20	1.21	
BRADLEY	63	17	6.50	6.75	30	25	1.67	30	25	1.67	GNP 4903 HWY 15 S
BRADLEY	63	17	6.75	7.10	30	30	2.55	30	30	2.55	GNP 4839 HWY 15 S.
BRADLEY	63	17	7.10	7.65	10	10	1.33	25	25	3.33	BRADLEY RD 142 -2 E
BRADLEY	63	17	7.65	9.50	10	10	4.48	30	30	13.45	
BRADLEY	63	17	9.50	10.70	10	10	2.91	25	25	7.27	
BRADLEY	63	17	10.70	10.95	10	10	0.61	30	30	1.82	BRADLEY RD 80
BRADLEY	63	17	10.95	11.40	10	10	1.09	30	30	3.27	BRANCH L'AIGLE CR BR.
BRADLEY	63	17	11.40	12.85	10	10	3.52	25	25	8.79	
BRADLEY	63	17	12.85	13.00	35	30	1.18	35	30	1.18	GNP 3529 HWY 15 S
BRADLEY	63	17	13.00	13.70	10	10	1.70	25	25	4.24	
BRADLEY	63	17	13.70	15.55	10	10	4.48	30	30	13.45	3333 HWY 15S-HERMITAGE CITY L
BRADLEY	63	17	15.55	15.95	25	25	2.42	25	25	2.42	CITY LIMITS - HWY 160
BRADLEY	63	17	15.95	16.30	0	0	0.00	0	0	0.00	HERMITAGE
BRADLEY	63	17	16.30	16.90	20	20	2.91	20	20	2.91	HERMITAGE CITY LIMITS
BRADLEY	63	17	16.90	18.10	10	10	2.91	25	25	7.27	
BRADLEY	63	17	18.10	18.40	25	25	1.82	25	25	1.82	GNP 2318 HWY 15 S
BRADLEY	63	17	18.40	19.40	10	10	2.42	25	25	6.06	BRADLEY RD 266 W- 25
BRADLEY	63	17	19.40	21.90	10	10	6.06	30	30	18.18	BRADLEY RD 25-1601 HWY 15 S

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

CONTRACT MOWING QUANTITY SHEET

DISTRICT

				•	FIRST/S	FIRST/SECOND MOWING		MOWING	ANG R		-
			BEGIN	END	SWATH	SWATHWIDTH	ACRES	SWATH/WIDTH	HTDIW		
COUNTY	RTE	SECT	L.M.	L.M.	LT.	RT.	EACH	בד.	RT.	ACRES	LOCATION COMMENTS
BRADLEY	63	17	21.90	22.30	25	25	2.42	25	. 25	2.42	GNP 1601 HWY 15 S - 1518
BRADLEY	63 .	17 .	22.30	22.90	25	25	3.64	25	25	3.64	GNP 1518 HWY 15 S - 1392
BRADLEY	63	17	22.90	23.05	10 ·	10	0.36	25	25	0.91	
BRADLEY	63	17	23.05	23.35	25	25	1.82	25	25	1.82	GNP 1350 HWY 15 S
BRADLEY	63	17	23.35	23.70	25	10	1.48	25	20	1.91	GNP 1228 HWY 15 S
BRADLEY	63	17	23.70	25.30	10	10	3.88	20	20	7.76	BRADLEY RD 370 HWY 8
BRADLEY	63	17	25.30	26.15	10	ō	2.06	30	25	5.67	HWY 8 - BRADLEY RD 70
BRADLEY	63	17	26.15	28.60	10	ő	5.94	30	30	17.82	BRADLEY RD 70 - HWY 278

*Previously Hwy 15

ACRES THIRD MOWING ACRES SECOND MOWING ACRES FIRST MOWING 82.27 82.27 184.67

TOTAL ACRES 349.21

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

DISTRICT

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RTE SECT L.M. L.M. LT. RT. SECT L.M. L.M. L.T. RT. RT. SECT L.M. L.M. L.T. RT.	1.82		30	30	1.82	30	30	13.45	13.20	18	63	UNION
RTE SECT L.M. L.M. LT. RT. EACH EAC	10.91		30	30	3.64	10	10	13.20	11.70	2	63	UNION
FIRST/SECOND THIRD MOWING MOWING RTE SECT L.M. L.M. LT. RT. EACH 63 18 0.00 5.70 10 10 13.82 30 30 63 18 5.70 6.05 20 20 1.70 20 30 63 18 6.05 11.00 10 10 12.00 30 30	3.39		20	20	1.70	10	10	11.70	11.00	18	63	UNION
RTE SECT L.M. L.M. LT. RT. EACH EAC	36.00		30	30	12.00	10	10	11.00	6.05	18	63 .	UNION
FIRST/SECOND	1.70		20	20	1.70	20	20	6.05	5.70	18	63	UNION
RTE SECT LM. LM. LT. RT. EACH LT. RT.	41.45		30	30	13.82	10	ō	5.70	0.00	18	63	UNION
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ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

DISTRICT

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12	12	12	12	. 12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	SECT		
15.75	15.30	14.55	13.80	12.75	12.50	12.30	12.10	11.85	9.90	9.60	8.55	7.70	6.30	5.55	4.95	4.70	3.90	3.25	0.00	.X	BEGIN	
16.24	15.75	15.30	14.55	13.80	12.75	12.50	12.30	12.10	11.85	9.90	9.60	8.55	7.70	6.30	5.55	4.95	4.70	3.90	3.25	L.M.	END	:
35	10	10	5	25	5	30	20	õ	1 0	10	10	70	10	10	10	25	10	15	10	5.	SWATH	FIRST/S
35	10	10	10	25	10	30	20	10	10	5	70	ō	10	10	10	25	10	15	10	RT.	SWATHWIDTH	FIRST/SECOND
4.16	1.09	1.82	1.82	6.36	0.61	1.45	0.97	0.61	4.73	0.73	2.55	2.06	3.39	1.82	1.45	1.52	1.94	2.36	7.88	EACH	ACRES	
35	35	45	30	25	28	3	20	30	15	30	15	30	25	36	25	25	20	15	30	LT.	SWATH	코
35	35	45	30	25	20	30	20	30	15	30	15	30	25	30	25	25	20	15	30	RT.	MOWING SWATH/WIDTH	THIRD
91.7	3.82	8.18	5.45	6.36	1.21	1.45	0.97	1.82	7.09	2.18	3.82	6.18	8.48	5.45	3.64	1.52	3.88	2.36	23.64	ACRES		
WARREN CITY I MITS LIMY 62/1 IBBAND	GNP/WARREN CITY LIMITS	PASTURES-BRIDGE(TO FENCE 3RD CYC)	BEGINNING BYPASS - PASTURES	GNP - HWY 278B	WOODS LT & RT	GNP LT & RT	BRADLEY RD 363/GNA	BEECH CR	WOODS LT & RT	CAMP CREEK	WOODS LT & RT	STEEP BANK EAGLE CR	WOODS LT & RT	EAGLE CR	WOODS LT & RT	GNP 2319 HWY 278	BANKS CITY LIMITS	BANKS CITY LIMITS-BANKS CITY LTS	COUNTY LINE-BANKS CITY LIMITS	LOCATION COMMENTS		

Movde7.sls 12/8/01

ACRES FIRST MOWING
ACRES SECOND MOWING
ACRES THIRD MOWING

49.31

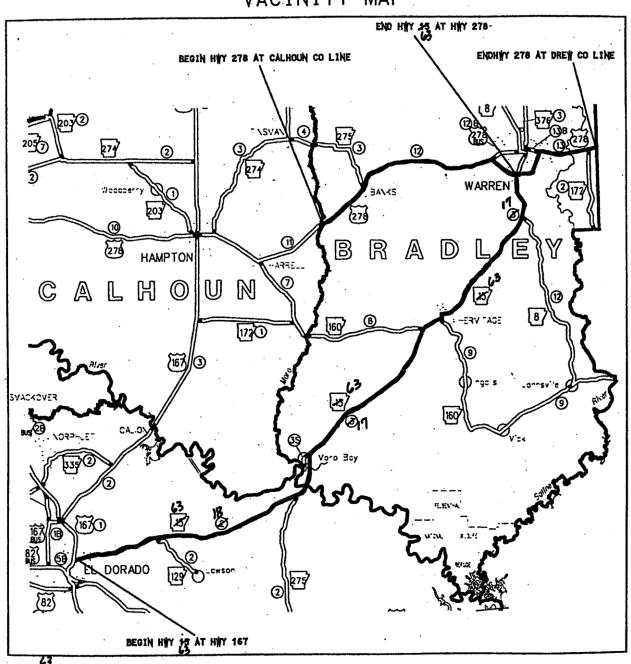
TOTAL ACRES

200.29

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

										BRADLEY	סולאטרני	Na lovaa	BRADI EY	BRADLEY	BRADLEY	BRADLEY	BRADLEY	BRADLEY	BRADLEY	BRADLEY	COUNTY	2			DISTRICT
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ACRES FIRST MOWING ACRES SECOND MOWING ACRES THIRD MOWING	-									6.63	3	6.00	3.80	3.30	2.55	2.05	0.80	0.40	0.30	0.20		<u> </u>	<u> </u>		
24.35 24.35 47.92	-	1								ē	;	õ	10	30	0	10	ō	10	10	45		T	MOWING	FIRST/SECOND	
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TOTAL ACRES								T			30	25	30	30	30	3	3 6	3 8	3 8	3	2.5	LT.	SWATHWIDTH		
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96.61	ja.							1.00	3		4.58	13.33	3.64	5.45	3.04	3 64	000	3 01	0.73	0 73	1.82	ACRES			
									GNA - HWY 63 - HWY 278B		WOODS LT & RT/HWY 172-CO. LINE	SALINE RIVER BR-HVVY 1/2	WARREN CITY LIMITO	HWI 2/00-WOUNCE	WILL STREET WARREN CITY MITS/GNP	WILL DELOWER AREA	WOODS LT & RT	GNPRT	GND I T & RT	GNPLT & RT	HWY 63 - EAST	LOCATION COMMENTS			

VACINITY MAP



HIY 45:ELDORADO-WARREN HIY 278:CALHOUN CO LINE-DREW CO LINE