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

Contract Number:		H-12-1	10R		_	PENING LOCATION Equipment &): quipment &	DELIVER TO: AHTD Equipment &
					Procur	ement Division West Baseline Ro	Procurer	nent Division	Procurement Division
Bid Opening Date:	March	28, 2012	Time	9:00 a.m.	Little F	Rock, AR 72209		ck, AR 72203	11302 West Baseline Road Little Rock, AR 72209
Sealed bids for furnis delivery locations unti attachments when a	il the above-n	oted bid open	ing date ar	d time, and then	publicly opene	d at the above-noted	bid opening local	tation will be rection. Bids must	eived at the above-noted mail and be submitted on this form, with
In compliance with this set opposite each item		on and subject	to all the C	Conditions thereof	, the undersign	ed offers and agrees	to furnish any and	l all items upon v	which prices are quoted, at the price
Company Name:						Name (Type or Pr	int):		
Address:									
City:						·			
Federal Tax ID or So						Signature:			
redetal fax ID of St	ociai Securit	y 110				Signature must be le Unsigned bids will be		t photocopied) ar	nd in ink.
REMO	VAL ANI	D DISPOS	AL OF	LITTER AN	D MOWIN	G AND TRIMN	MING OF HI	GHWAY R	IGHT OF WAY
The Arkansas Sta	te Highwa	y and Tran	sportatio	n Departmen	t (hereafter	called the "Depa	rtment") will	receive seal	ed bids for the removal and
									Divided and Non-Divide
									rear from date of award, to
include up to three	e mowing	cycles, with	h option	to adjust acre	age and/or r	enew upon mutu	ial agreement	of the parties	S.
PROJECT	LOCATIO	<u>ON</u> : AHTE	District	9, P.O. Box	510, Harrisc	on, AR 72602-0	610 (870-74	3-2100)	
Job No.: 9									
Job Name:				nty Line – Al					
T D 4 X X				ne – Jct. U.S.		60	. 36 1		
Route: U.S		Section:		Log Mile:			ounty: Madis		
Route: U.: Route: U.:		Section: Section:		Log Mile: Log Mile:			ounty: Madis		
Route: U.			3	Log Mile:			ounty: Carro		
Route: U.		Section:		Log Mile:			ounty: Carrol		
Route: U.		Section:	5	Log Mile:			ounty: Carro		
Route: U.		Section:	_	Log Mile:			ounty: Boon		
Total Acrea	age ner Cy	cle = (First	Cvcle)	30	6.50				
	8- F7		nd Cycle		6.50				
		(Thir	d Cycle)	63	6.00				
Bid prices shall in	nclude all c	costs of peri	forming	this contract,	but shall <u>ex</u>	clude taxes (See	Condition 4).		
1. Remova	al and Disp	osal of Litt	ter				Price per A	cre \$	
2. Mowing	g and Trim	ming of Hi	ghway R	aight-of-Way			Price per A	cre \$	
TOTAL						Tota	al Price Per A	cre \$	
BIDS WILL BE									
									l and company checks ar
bidder prior to pro									Il be required of successful be required of successful bonds. See Condition 3 or
page 2.									
Person to contact	in case of ME	damage cat	used by o		peration:	Tet e	PHONE		
<u>INA</u>	17117		ועעה	TEOD .		11212	LITOIAE		

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Page 2

STANDARD BID CONDITIONS

H-12-110R

- 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 BID INFORMATION

CONTRACT NO. H-12-110R

- 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.

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

County Rougle Section Begin L.M. End L.M. Fire End Mowing Third Mowing						First/Second				
by Route Section Begin L.M. End L.M. FREET AVG.) Acres (FEET AVG.) Acres 412 3 0.00 5.50 108 72.0 108 412 3 7.10 10.60 20 3.4 48 412 3 7.10 10.60 20 4.8 140 412 3 7.10 10.60 20 4.8 140 412 4 0.00 0.30 80 2.9 500 412 4 0.00 0.30 80 2.9 500 412 4 1.70 3.60 20 4.6 40 412 4 1.70 3.60 20 3.6 4.6 40 412 4 5.10 7.80 20 3.6 5.1 4.6 40 412 4 5.00 12.10 20 3.6 5.4 44 412 4 5.00 <t< td=""><td></td><td></td><td></td><td></td><td></td><td>Mowing Swath/Width</td><td></td><td>Third Mowing Swath/Width</td><td></td><td></td></t<>						Mowing Swath/Width		Third Mowing Swath/Width		
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		ı	ret Mouring		171.5					

NOTES

Acres Second Mawing Acres Third Mowing 1. SWATHWIDTHS FOR THIRD MOWING ARE VARIABLE AND WIDTHS SHOWN ARE AVERAGES BETWEEN THOSE LOG MILES.

continued

Total Acres

2. FIRST & SECOND CYCLE 10' SWATH WIDTHS SHALL BE CONTINUOUS ON 2-LANE SECTIONS, INCLUDING ACROSS CROSS DRAINS AND GUARD

3. THIRD CYCLE MOWING ON 2-LANE SECTIONS SHALL INCLUDE ALL AREAS OF RIGHT-OF-WAY THAT HAVE BEEN ROUTINELY MOWED AND MAINTAINED, THIS INCLUDES AREAS UNDER AND ADJACENT TO BRIDGES AND DRAINAGE STRUCTURES. Rev. 11/2008 08-09 Quantity Sheet Hwys 62 & 412 Mad Car Boone.xls

DISTRICT 9

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT CONTRACT MOWING QUANTITY SHEET

*																_	_		_	_	_	_	_	_	_	ı				
		Comments			3.0 Job 009932 - Leatherwood CI.	2	0.0 Exception - Eureka Springs	0.0 Exception - Eureka Springs	4	7.2	4	0.0 Exception - Eureka Springs	o of Exception - Fureka Springs	O'CONTROL TO THE PROPERTY OF	E.	0.0 Exception - Eureka Springs	10.4		0.1	1,4	0.0 Exception - Alpenia	4.4	58.2 Divided Highway		264.6					*******
			ACIES	0.02	ю.	3.2	o.	Ö	19.4	7	12.4				87.3	0	10		7	87	Ü	7	35		26				1249.0	
	Third Mowing	Swath/Width	(FEE! AVG.)	24	62	24			40	AB.	2 2	5			120		AE.		•	45		52	ľ						Total Acres	
			Acres Ea.	21.3	0,	2.6		000	0.0	0.0	3.6	4.0	0.0	0.0	14.5			4.0	0.7	12.6	0.0	17	682	200.7		135.0				
Prison Office Print	Mowing	Swath/Width	(FEET)	00	200	200	22			20	20	20			06	07		20	20					120				- 1		_1
			M Fnd I M	200	8.00	9.20	10.30	12.30	3.00	7.00	8.30	10.30	12.20	1 30			9.80	11.70						5.20				306.5	306.5	636.0
			M I M		0.00	8.80	9.20	10.30	00.00	3.00	7.00	8.30	10.30	000	0.0	1.30	7.30	08 6	ľ					1.20					JG D	
		**************************************		_	9	3	3	3	4	4	4	4	4	۲	O	Ş.	5	2		C	5	9	9	9				t Mowing	Acres Second Mowing	Acres Third Mowing
				Koute	62	62	62	62	62	62	62	62	Ca	70	62	62	69	53	70	62	62	62	62	62			als	Acres First Mowing	Acres Sec	Acres Thi
				County	Carroll	Carroll	Carrol	Carroll	Carroll	Carroll	Carroll	Carroll	5 6	Carroll	Carroll	Carroll	Home		Carroll	Carroll	Carroll	Boone	Boone	Boone			Page Totals			

NOTES

1. SWATHWIDTHS FOR THIRD MOWING ARE VARIABLE AND WIDTHS SHOWN ARE AVERAGES BETWEEN THOSE LOG MILES.

2. FIRST & SECOND CYCLE 10' SWATH WIDTHS SHALL BE CONTINUOUS ON 2-LANE SECTIONS, INCLUDING ACROSS CROSS DRAINS AND GUARD RAIL.

3. THIRD CYCLE MOWING ON 2-LANE SECTIONS SHALL INCLUDE ALL AREAS OF RIGHT-OF-WAY THAT HAVE BEEN ROUTINELY MOWED AND MAINTAINED, THIS INCLUDES AREAS UNDER AND ADJACENT TO BRIDGES AND DRAINAGE STRUCTURES.

SUMMARY OF QUANTITIES
Washington Co. Line - Alpena (Hwy. 412)
Benton Co. Line - Jct. US 65 (Hwy. 62)

			306.5			Job Totals
1249.0	0 989	2 000	000			
			38.8	9	62	Boone
182.4	A CA			2	40	Carroll
327.7	202.0	75.1	75.1	2 4 5	Ca	
2.7.2		51.4	51.4	ŝ	412	Carroll
A 100			1.03	, ç	412	Madison
489.8	249.6	120 1	1201	7 6		
TOTAL ACRES	CYCLE	CYCLE	CYCLE	SECTION	ROITE	YINI
	THIRD	SECOND	FIRST			
	ACRES	ACRES	ACRES			

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Mowing, Trimming, and Litter Removal