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

Bid Number:	H-12	2-107R		AHTD Equ Procureme	IING LOCATION: uipment & ent Division st Baseline Road	MAIL TO: AHTD Equipment & Procurement Division P.O. Box 2261	DELIVER TO: AHTD Equipment & Procurement Division 11302 West Baseline Road
Bid Opening Date: Mar	ch 28, 20	<u>12</u> Tim	e: <u>9:00 a</u>		x, AR 72209	Little Rock, AR 72203	
	e-noted bid o	pening date a	and time, and t	hen publicly opened at t	he above-noted bid op		ived at the above-noted mail and be submitted on this form, with
In compliance with this Bid Invit opposite each item.	ation and subj	ect to all the C	Conditions ther	eof, the undersigned offe	ers and agrees to furnish	n any and all items upon which	h prices are quoted, at the price set
Company Name:				Nar	me (Type or Print):_		_
Address:				Title	ə:		
				Pho	one:	Fax:	
City:	S	itate:	Zip:	E-N	/ail:		_
Federal Tax ID or Social Sec	urity No.:			Sig	nature: nature must be original	(not photocopied) and in ink.	Unsigned bids will be rejected.
PROJECT LOCATION No.: 8-566	n option to	adjust acre	eage and/or	renew upon mutua	al agreement of th	e parties.	of award, to include up to
Job Name:	•		ounty Line ounty Line -	•	. 22: Dardanelle	Logan County Line;	
Route: Ark. 7	Section:		•	00.00 to 22.00	County:	Perry	
Route: Ark. 7	Section:		Log Mile:		County:		
Route: Ark. 7	Section:		Log Mile:		County:		
Route: Ark. 22 Route: Ark. 314	Section:		Log Mile: Log Mile:		County:		
Route. Tur. 514	section.	1	Log Mile.	00.00 to 11.17	County.	City	
Total Acreage per	Cycle =	(First Cy	, ,	187.22			
		(Second (Third C	• '	187.22 455.91			
Old maiore abolt include of	11	`	• /		la taura (San Can	4:4: A)	
Bid prices shall include a	ii costs oi j	periorining	g uns contra	ct, but shan <u>exclud</u>	ie taxes (See Con	attion 4).	
Removal and Disp	osal of Litt	er			Pr	ice per Acre \$	
Mowing and Trimi	ming of Hi	ghway Rig	ht-of-Way		Pr	ice per Acre \$	
TOTAL					Total Pr	ice Per Acre \$	
	of \$500.00	required of	of all bidder	rs at time of bid op			and company checks are
							be required of successful

TELEPHONE

Person to contact in case of damage caused by contractor's operation:

NAME

ADDRESS

STANDARD BID CONDITIONS

H-12-107R

- 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-12-107R

- 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.

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 the Department's hiring or employment practices. Complaints of discrimination and inquiries regarding 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 V. Coordinator in large print, on audiotape and in Braille.

Mowing Job in Perry and Yell Counties

1 Route 22 Section 5
Log mile Begins 0.00 Log mile Ends 7.80
Route 7 Sections 11, 12 and 13
Log mile Begins 0.00, 0.00, 0.00
Log mile Ends 22.00, 6.00, 14.70
Route 314 Section 1
Log mile 0.0 - 11.19

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

CONTRACT MOWING QUANTITY SHEET
First and Second Mowing
Yell County

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22	
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District 8
CONTRACT MOWING QUANTITY SHEET
Third Mowing
Yell County
22
Section 5

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District 8

CONTRACT MOWING QUANTITY SHEET

First and Second Mowing

Perry County Section

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First Mowing Second Mowing

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District 8
CONTRACT MOWING QUANTITY SHEET

Third Mowing Perry County

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37.442 Third Mowing

District 8

CONTRACT MOWING QUANTITY SHEET

Third Mowing Perry County Section

Route

Γ			T	T	7		Г	Т	Т	T	Т	_	_	_	_	_	_	_	_	_	_			_		_				
		Location Comments																	THE CONTRACTOR OF THE PERSON NAMED IN THE PERS											
	Third Mowing Right Slope	Acres	3.273	0 124	0 264	0.304	0.558	2.909	0.182	2.182	0 182	0.505	0.505	0.00	0.384	0.384	0.384	0.727	1240	2 KAK	0.072	20.0	100	0.00	0.485	0.182	1.576	0.218	2.424	20.242
	Third Mowing Right Slope	Width	30	10	30	3	62	30	15	30	15	25	2 4	2 00	200	15	30	20	10	30	8	30	15	200	77	13	26	18	25	Total
		EUG LIM	13.00	13.10	13.20	ľ					15.00	15.10			45.00		15.60	15.90	16.00	16.70	16.80	16.90	17.00	17.20	17 30	27.00	08.71	17.90	18.70	
	Begin L.	· i	Commonweal	13.00	13.10				14.20	14.30	14.90	15.00	15.10	15.20	15 20	2000	15.50	15.80	15.90	18.00	16.70	16.80	16.90	17.00	17.20	17 20	17.30	08.7	17.90	
	Third Mowing Left Slope Acres		1.078	0.970	0.727	1.273	0.533	Age O	400.0	717.1	0.808	1.984																1		8.667
	Third Mowing Left Slope Width		71	02	10	15	22	15	200	30	C7	77																		Otal
	End LM	18.60	19.00	40.00	19.00	20.30	20.50	20.70	21.20	21 40	20000	ZZ.UU							1	1			1							
	Begin L. M.	17.90	18.60	19.00	40.00	18.00	20.30	20.50	20.70	21.20	21 40	2											1							

28.909

Third Mowing

District 8

CONTRACT MOWING QUANTITY SHEET

Third Mowing Perry County Section

Route

		Location Comments																			
	Third Mowing Right Slope	0.545	0.121		0.727		1.636														8.752
	Third Mowing Right Slope Width	15			20																Total
	End LM	19.00	19.10															1	1		
	Begin M.	18.70	19.00	19.10	19.30	19.60	20.00	20.50	21.50									1	1		
1	Third Mowing Left Slope Acres																				0.000
	Third Mowing Left Slope Width																			-	Otal
	End LM																				
	Begin L. M.											-									

Third Mowing

District 8

CONTRACT MOWING QUANTITY SHEET

Third Mowing Perry County Section

Route

	Location Comments																										
Third Mowing Right Slope	_	0.727	0.182	-0.061	1.636	0.303	0.182	0.727	0.121	0.606	3.636	0.084	0 303	0000	0.182	0.242	1.818	0.121	0.364	0.909	0.545	0.303	0.242	1.091	0.182	909'0	15.030
Third Mowing Right Slope	vviatn	30	15	10	30	25	15	30	10	25	30	5	25	14	2	2	30	10	30	25	15	25	10	30	15	25	Total
- - - - - - - - - - - - -				0.25	0.70		0.90	1.10	1.20	1.40	2.40	2.50	2.60	2.70	200	6.90	3.40	3.50	3.80	3.90	4.20	4.30	4.50	4.80	4.90	5.10	
Begin L. M			0.20	0.30	0.25	0.70	0.80	0.80	01.1	1.20	1.40	2.40	2.50	2.60	270	2 0	2.80	3.40	3.50	0.00	3.80	4.20	4.30	4.30	4.80	4.90	
Third Mowing Left Slope Acres	0 495	0.400 F 004	0.091	0.182	0.242	1.087	0.045	1 836	0.000	0.0/3	1.309	0.242	0.982	0.121	5.584	CVC U	0.646	0.000	7620	0 445	0.00	2.200	0.000	0.121	0.333	0.143	28.509
Third Mowing Left Slope Width	20	200	4	2 6	90	15	2 4	70	4	76	40	OL G	77	10	27	10	22	25	15	8	22	25	12	25	5 5	121 P	8
End LM	0.20	1.60				2.70	2.90	3.40	3.50	3.80	4 40	1.4	4.40	4.30	6.20	6.40	6.60	7.00	7.40	7.60	8.40	8 60	9.10	10.20	10.30		
Begin L. M.	0.00	0.20	1.60	1.70	1.80	2.40	2.70	2.90	3.40	3.50	3.90	4 10	7.40	2	4.50	6.20	6.40	6.60	7.00	7.40	7.60	8.40	8.60	9.10	10.20		110

43.539 Third Mowing

CONTRACT MOWING QUANTITY SHEET District 8

First and Second Mowing
Yell County
Section 12

Route

					-														
	Location Comments																		
First & Second Right	Siope Acres													-				1	7 273
First & Second First & Right Slope Second Right	10																		Total
N Du	O											1							
Begin L. M.	0.00																		
First & Second Left Slope Acres	1.091	0.509	0.242	0.485	4.121														6.448
First/Second Left Slope Width	10	0 0	2	5	10										1	1	1		Total
End LM				2.00											1		+		
Begin L. M.	0.00	1.80	1 80	00:-	4.00														¥

First Mowing Second Mowing

13.721

District 8

CONTRACT MOWING QUANTITY SHEET Third Mowing

Yell County Section

Route

2

Location Comments																									
Third Mowing Right Slope Acres	0.606			0.545						0.485			0.182	2.424	0.121	0.606	0.182	0.909	0.182	2.121	000.0	0.000	0.000	0000	14.121
Third Mowing Right Slope Width	25	15	25	15	10	20	10	20	25	20	10	25	15	25	10	25	15	25	15	25					Total
End LM	0.20	0:30	09.0		1.70	2.10	2.50			3.20		3.60		4.50	4.60	4.80	4.90	5.20	5.30	9.00					
Begin L. M.	0.00	0.20	0.30	0.80	0.90	1.70	2.10	2.50	2.70	3.00	3.20	3.40	3.60	3.70	4.50	4.60	4.80	4.90	5.20	5.30					
Third Mowing Left Slope Acres	0.606	0.388	0.485	0.545	0.509	0.364	0.485	0.182	2.036	909'0	0.242	0.242	0.242	0.485	0.364	2.727	0.970								11.479
	25	16	20	15	9	15	5	15	21	25	10	20	10	20	10	25	20								Total
End LM			0.60	0.90	1.60	1.80	2.60	2.70	3.50		3.90			4.40	4.70	5.60	9.00					1			
Begin L. M.	0.00	0.20	0.40	0.60	0.00	1.60	1.80	2.60	2.70	3.50	3.70	3.90	4.00	4.20	4.40	4.70	2.80								æ

25.600 Third Mowing

District 8

CONTRACT MOWING QUANTITY SHEET

First and Second Mowing
Yell County
Section 13

Route

Location Comments														
Right	11.638	14.867	3.636											29 939
First & Second Right Slope Width	9	10	30											Total
End LM			14.70											
3egin A.	0.00	,	13.70											
First & Second Left E Slope Acres	14 AR7	3 836										1		29.939
First/Second Left Slope Width	-	30												otal
End LM	13.70													
Begin L. M. 0.00	1.60	13.70												œ

59.878.4 59.879.4

First Mowing Second Mowing

District 8

CONTRACT MOWING QUANTITY SHEET

Third Mowing Yell County Section

Route

	Т	Т	Т	7	_	_	Т	Т	Т	7	_	_	Т	_	_	_	_	_	_	_	_	_	_	 		 _
Location Comments																										
Third Mowing Right Slope Acres	11.636			00.7.7							-															64.121
Third Mowing Right Slope Width				200	8																					Total
End LM		12.90			Section of the least of the lea																					
Begin M.				13.70																						
Third Mowing Left Slope Acres	- Contraction of the last	41.091																				+	+			64.121
Third Mowing Left Slope Width	8																									
End LM		12.30																								
Begin L. M.	180	1200	12.30	13.70						-				1												

128.242 Third Mowing

CONTRACT MOWING QUANTITY SHEET District 8

First and Second Mowing

314

Route

Perry County Section

Location Comments												
First & Second Right Slope Acres												13.564
First & Second First & Right Slope Second Right Width Slope Acres LC 13.564												Total
End LM												
Begin L. M.												
First & Second Left Slope Acres 13.564												13.564
First/Second Left Slope Width												Total
End LM 11.19												
Begin L. M. 0.00												

First Mowing Second Mowing

27.127 27.127

CONTRACT MOWING QUANTITY SHEET

Third Mowing

Perry County Section

314

Route

Location Comments													
Third Mowing Right Slope Acres	37.978												37.978
Third Mowing Right Slope Width	28												Total
End LM	11.19												
Begin L. M.	0.00												
Third Mowing Left Slope Acres	37.978												37.978
Third Mowing Left Slope Width	28												Total
End LM	11.19												
Begin L. M.	0.00												

75.956 Third Mowing

