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

Contract Number:	H-13	-150R		BID OPENING LOCATION: AHTD Equipment &	MAIL TO: AHTD Equipment &	<b>DELIVER TO:</b> AHTD Equipment &
Bid Opening Date:	March 27, 201	13 Time: 11:00	1	Procurement Division 11302 West Baseline Road Little 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 above-noted bid o	pening date and time, and	then publicly			eived at the above-noted mail and be submitted on this form, with
In compliance with this set opposite each item.		ject to all the Conditions th	nereof, the und	dersigned offers and agrees to fur	nish any and all items upon v	which prices are quoted, at the price
				Name (Type or Print):_		
Address:				Title:		
				Phone:	Fax:	
City:	S	tate:Zip:_		E-Mail:		
Federal Tax ID or So	cial Security No.:			Signature: Signature must be legible Unsigned bids will be reje	, original (not photocopied) ar cted.	nd in ink.
Job No.: 6	5-553 Clark County	Line - I-430		90296, Little Rock, AR		
Total Acre	age per Cycle =	(First Cycle)	740.00			
		(Second Cycle) (Third Cycle)	750.00 780.00			
Bid prices shall i	nclude all costs	of performing this	contract, l	but shall exclude taxes	(See Condition 4).	
1. Remova	al and Disposal	of Litter		P	rice per Acre \$	
2. Mowing	g and Trimming	of Highway Right	-of-Way	P	rice per Acre \$	
TOTAL	_			Total Pr	rice per Acre \$	
Bid Bond in the company checks will be required	e amount of \$5 s are not accept of successful bi	table as Bid Bond	all bidde:  s. See Co	rs at time of bid open ondition 3 on page 2. <b>F</b>	Performance Bond i	rejected. Personal and in the amount of \$500.00 as are not acceptable as
Person to contact	t in case of dama	age caused by contr	ractor's op	peration:		
<u>NA</u>	ME	ADDRESS	<u>S</u>	TE	<u>CLEPHONE</u>	

### STANDARD BID CONDITIONS

## H-13-150R

- 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

- 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

The Arkansas State Highway and Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. Nelson 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.nelson@arkansashighways.com.

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

# Arkansas State Highway And Transportation Department Supply Contract For Mowing And Trimming Of Highway Right Of Way Quantities Form For One (1) Mowing Cycle

Wildle Ver Ver Timir of Manager		Area Limits Length	Areali
		HOT SPRING, SALINE & PULASKI	Counties:
	101.30	L. M. 80.60 to L. M.	Job Limits:
	Bidder:	1-30	Route:
Job Name: CLARK CO, LINE - 1-430	Job Name:		Job Number :

_ _	Area Limits	its	Length [				Width (Ft.) & Lin	nit of Mowing						
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				OUTSIDE/RIGHT	UGHT	MEI	MEDINA/LEIT	MEDIAN/LEFT	EFT	OUTSIDE/	IDE/RIGHT			
				Limit	Width	Width	Limit	Limit	Width	Width				
80.60	to	81.40	4224	EML	30	30	FULL WIDTH	HTCII/	30	30	EML	11.64		
81.40	to	81.60	1056	FENCE	50	30	HTCIW JJUFI	HTCII	30	30	EML	3.39		
81.60	lo	82.20	3168	EML	50	30	FULL WIDTH	HTCII	30	50	FENCE	11.64		
82.20	to	83.20	5280	EML	30	30	FULL WIDTH	HTCII/	30	30	EML	14.55		
83.20	Го	83.80	3168	EMI.	20	30	EML	7	20	20	EML	6.55		
83.80	ť	87.00	16896	EML	30	30	HTCIIM TUTA	HTCI	30	30	EMI.	46.55		
87.00	õ	89.30	12144	EMIL	20	20	EMIL	ĨΞ	20	20	EML	22.30		
89.30	ťo	90.00	3696	EML	20	30	HTGIW THUS	/IDTH	30	20	EML	8.48		
90.00	đ	90.80	4224	FENCE	60	30	FULL WIDTH	/IDTH	30	20	EML	13.58		
90.80	to	92.90	11088	EML	20	30	HTCHW TITLE	/IDTH	30	20	EMI.	25.45		
92.90	õ	93.70	4224	EML	20	20	EML	L	20	20	EMIL	7.76		
93.70	ť	94.00	1584	EML	20	30	HTCHW LLUF	/IDTH	30	30	EML	4.00		
94.00	đ	94.80	4224	EML	20	30	FULL WIDTH	HTCII	30	50	FENCE	12.61		
94.80	õ	95.50	3696	EML	20	30	HTCHW THE	HTCI	30	20	EML	8.48		
95.50	õ	96.10	3168	FENCE	60	30	FULL WIDTH	/IDTH	30	20	EMI.	10.18		
96.10	to	96.30	1056	FENCE	60	30	FULL WIDTH	HTGI	30	60	FENCE	4.36		
96.30	5	96.39	475	EML	30	30	HTGIW LIUF	/IDTH	30	30	EMI.	1.31	233.01	U) SH
96.39	ð	97.10	3749	EML	30	30	FULL WIDTH	HTCII	30	30	EML	10.33	81.34	Malvern
97.10	6	97.20	528	N/A	0	0	OUACHITA RIVER BRIDGE	VER BRIDGE	0	0	N/A	0.00		
97.20	to	97.80	3168	FR	30	30	FULL WIDTH	HTCIN	30	70	FENCE	11.64		
97.80	ō	101.30	18480	EML	30	30	FULL WIDTH	/IDTH	30	30	EML	50.91		
LM. 80.60	to 105	.46 - Culver	ts, drains, d	_M. 80.60 to 105.46 - Culverts, drains, ditches and cross road slopes***all cycles****	ss road s	lopes***a	Il cycles****		A STATE OF	No. of Lot		27.00	27.00	HS Co
Interchanges / Exit No	ngre /	Exit No												
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The defining "Limits" are as shown above. F.R. = Frontage Road

R/W = Right of Way
EML = Established Mowing Line (Based on Previous Mowing)
FNC. = Fence

Total Acres Per Cycle
ACRES PER CYCLE

**USE** 

342.00

341.35

Page 1 of 3

# Arkansas State Highway And Transportation Department Supply Contract For Mowing And Trimming Of Highway Right Of Way Quantities Form For One (1) Mowing Cycle

		1
	TOH	Counties:
111.00	LM 101.30 10 LM	Job Limits:
Bidder:	1-30	Route:
Job Name: CLARK CO. LINE - 1-430		Job Number

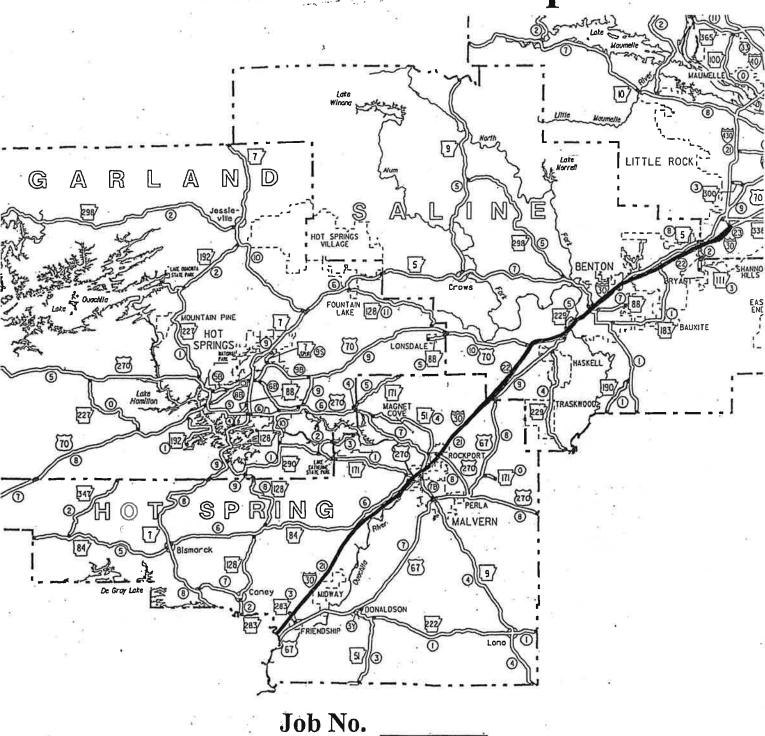
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th Measurements are he defining "Limits" is F.R. = Frontage Road R/W = Right of Way EML = Established M FNC. = Fence		ition Zone	<ul> <li>Culverts,</li> </ul>	) & F.R.	EXIT #106 OLD MILITARY RD	Exit No.				,	111.00	109.51	107.00	106.00	105.50	105.46	103.40	101.80	101.50				S
dth Measurements are Nominal and/or A The defining "Limits" are as shown above. F.R. = Frontage Road R/W = Right of Way EML = Established Mowing Line (Based o FNC. = Fence		**29 ACRES	drains and		), Subject of						7867	13253	5280	2640	211	10877	8448	1584	1056			(FL)	Length
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135.00 146.00		Section of the second	\$540 mg	KINGSON THE RE	E STATE					TOLL	11111		FULL	3		TIUT	E	FULL	E	Limit	MEDIAN/LEFT	ES.	Width (Ft.) & Limit of Mowing
Total Acres ACRES PER CYCLE		Sample 1 2 1 Line	Harmon Color	EML	EML					MEDIT	HTCIW III E	EML	FULL WIDTH	EML		FULL WIDTH	EML	FULL WIDTH	EML	Limit	MEDIAN/LEFT	EA	it of Mowing
Total Acres Per Cycle ER CYCLE		Secondary III	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SEC. 20						30	30 5	20	30	20	30	30	20	40	30	Width	LEFT	EASTBOUND MAIN LANES	
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	,	nlv.			r ()	totals			3rd cycle	1st cycle 2nd cycle													

# Arkansas State Highway And Transportation Department Supply Contract For Mowing And Trimming Of Highway Right Of Way Quantities Form For One (1) Mowing Cycle

Counties:	Job Limits:	Route: 1-30	Job Number :
HOT SPRING, SALINE & PULASKI	L. M. 111.00 to L. M.	1-30	
	129.23	Bidder	Job Name:
			Job Name: CLARK CO. LINE - 1-430

		740.00 750.00 780.00 2270.00	1st cycle Total 2nd cycle TOTAL 3rd cycle Total TOTAL ACRES	1st cycle Total 2nd cycle TOT, 3rd cycle Total TOTAL ACRES			*	lowing)	revious M	EML = Established Mowing Line (Based on Previous Mowing) FNC. = Fence	d Mowing L	EML = Establishe FNC = Fence	EML =	
		261.27		er Cycle	Total Acres Per Cycle PER CYCLE	Total Acres ACRES PER CYCLE	261.00		uge. USE	Width Measurements are Nominal and/or Average. The defining "Limits" are as shown above. E.R. = Frontage Road R/W = Right of Way	idth Measurements are Nominal and/or A The delining "Limits" are as shown above. E.R. = Frontage Road R/W = Right of Wav	th Measurements are ne defining "Limits" a F.R. = Frontage Road R/W = Right of Wav	Ith Me he dofi ER. = R/W =	NOTE Wie
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ĭ	F	3.61	EML	Jania Carl	250 K	EML,	E	Same 7		EML		CREEK	OTTER	EXIT#129 OTTER CREEK
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	bryant	_	EML	CASS	1000	EML	NE & NW quadrants mowed by City of Bryant	awed by	drants m	NE & NW qua		83	1 AMH	EXIT#123 HWY 183
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		6.67	EML	50	0	MEDIAN BARRIER WALL	MEDIAN BA	0	50	EML	2904	126.90	To	126.35
Sal Co*		25.70	EMI	50	0	MEDIAN BARRIER WALL	MEDIAN BA	0	50	EML	11194	126.35	ТО	124.23
Bryant		_	EML	50	0	MEDIAN BARRIER WALL	MEDIAN BA	0	50	EMI.	9821	124.23	to	122.37
Sal Co			EML	50	0	MEDIAN BARRIER WALL	VR NVICEIM	0	50	EMI.	16790	122.37	lo	119.19
Benton	62.54 B	38.67	EML	50	0	MEDIAN BARRIER WALL	MEDIAN BA	0	50	EML	16843	119.19	ю	116.00
		3,88	EMIL	25	15	FULL WIDTH	r Tina	15	25	EM1.	2112	116.00	lo	115.60
		2.91	EML	20	20	FULL WIDTH	i TTNJ	20	20	EML	1584	115.60	to	115.3
		6.79	INC	20	20	FULL WIDTH	r TTN-1	20	20	EML	3696	115.3	10	114.60
		_	N/A	0	0	SALINE RIVER BRIDGE	SALINE RIV	0	0	N/N	634	114.60	to	114.48
Sal Co	56.56	_	N/A	0	0	SALINE RIVER BRIDGE	SALINE RIV	0	0	N/N	422	114.48	to	114.40
		8.92	R/W	30	16	FULL WIDTH	FULL 1	16	30	R/W	4224	114.40	(o	113.60
		30.29	EML	55	16	FULL WID'UT	FULL	16	60	EMIL	8976	113.60	б	111.90
		17.35	EMI,	55	16	FULL WIDTH	FULL	16	72	EMIL	4752	111.90	to	00.111
			Limit	Width	Width	Limit	Limit	Width	Width	Limit				
			OUTSIDE/RIGHT	TUO UNO	SIDE	MEDIAN/INSIDE	MEDIAN/INSIDE	MEL	IGHT	OUTSIDE/RIGHT				
		Acres	NES	MAIN L	EASTBOUND MAIN LANES	EAS	ANES	MAIN L	WESTBOUND MAIN LANES	WES	(1:t)	M.	L. M L. M.	L
						Width (Ft.) & Limit of Mowing	Width (Ft.) & L				Length	its	Area Limits	Ar

 Job Location Map



Clark County Line – I-430 (Mowing & Litter Pickup( (S) I-30, Sections 21, 22 & 23 Hot Spring, Saline & Pulaski Counties